



रेलटेल
RAILTEL

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

(CIN: U64202 DL 2000GOI107905)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking),

Eastern Region,

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

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

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए बिहार इलेक्ट्रॉनिक नॉलेज नेटवर्क प्रोजेक्ट के तहत बिहार के 82 सरकारी इंजीनियरिंग और पॉलिटेक्निक कॉलेजों के लिए लास्ट माइल (ओएफसी/आरएफ) को किराए पर लेना”

के कार्य के लिए

इलेक्ट्रॉनिक निविदा दस्तावेज

ELECTRONIC TENDER DOCUMENT

For the work of

“Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region”

खुली ई-निविदा संख्या (Open e-Tender No.): RailTel/eTender/OT/ER/HQ/2023-24/1462, दिनांक:
13.07.2023

खुलने की तिथि (Date of opening): 04.08.2023

निविदा दस्तावेज की लागत (Cost of Tender Document): Rs. 2,950/- Incl. GST

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(This tender document consists of 80 pages)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

पूर्वी क्षेत्र, 19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नं-34/1
ब्लॉक -जीएन, सेक्टर - V, साल्ट लेक सिटी, कोलकाता -700091

RailTel Corporation of India Limited

Eastern Region, 19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block - GN, Sector - V, Salt Lake City,
Kolkata -700091, West Bengal
Telephone:033-4404 1499 Website: www.railtelindia.com

ई-निविदा संख्या (e-Tender No.): RailTel/eTender/OT/ER/HQ/2023-24/1462, Dt. 13.07.2023

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

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र “रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए बिहार इलेक्ट्रॉनिक नॉलेज नेटवर्क प्रोजेक्ट के तहत बिहार के 82 सरकारी इंजीनियरिंग और पॉलिटेक्निक कॉलेजों के लिए लास्ट माइल (ओएफसी/आरएफ) को किराए पर लेना” के कार्य के लिए सिद्ध अनुभव वाले स्थापित ठेकेदारों से दो पैकेट सिंगल स्टेज सिस्टम में खुली ई-बोलियां आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open e- Bids in two packet single stage system from established contractors with proven experience for “Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region”

विवरण इस प्रकार हैं:

The details are as under:

a)	ई-निविदा प्रकाशन की तिथि	13.07.2023
	Date of publishing of e- Tender	
b)	निविदा डाउनलोड करने की प्रारंभ तिथि	13.07.2023 at 17:00 hrs.
	Start Date for downloading the Tender	
c)	दस्तावेज़ डाउनलोड की अंतिम तिथि/समय	04.08.2023 at 14:00 hrs.
	Document download end date/time	
d)	ई-बोली जमा करने की आरंभ तिथि	13.07.2023
	e-bid submission start date	
e)	ई-बोली जमा करने की अंतिम तिथि	04.08.2023 up to 14:00 hrs. (Online)
	Closing date for Submission of e-Bids	
f)	ई-बोलियां खोलने की तिथि	04.08.2023 at 14:30 hrs. (Online)
	Date of opening of e-Bids	
g)	निविदा की अनुमानित राशि	Rs. 2,65,49,735/- (incl GST)
	Estimate Amount of Tender	
h)	बयाना राशि	Rs. 5,31,000/-
	Earnest Money Deposit	

i)	निविदा दस्तावेज़ की लागत	Rs 2,950/- (Incl. GST)
	Cost of Tender Document	
j)	प्रस्तावों की वैधता	60 days from date of opening of tender
	Validity of offers	
k)	लिंकों को चालू करने की समयावधि	60 days from the date of issue of PO/LOA.
	Time period for commissioning of the links	
l)	लास्टमाइल (ओएफसी/आरएफ) किराये पर लेने की अवधि	5 Years from Date of Commissioning confirmed by End Customer (BELTRON)
	Period of last Mile (OFC/RF) hiring	
m)	TReDS सुविधा उपलब्ध है?	Yes, on m1xchange portal
	TReDS feature available?	(url: https://www.m1xchange.com)

उद्यम पंजीकृत फर्म के लिए: एमएसएमई मंत्रालय के तहत उद्यम के साथ पंजीकृत और इस निविदा में भाग लेने वाली लघु इकाइयों / सूक्ष्म और लघु उद्यमों के लिए, निम्नलिखित छूट उपलब्ध होंगी:

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

ये छूट तभी लागू होंगी जब निविदाकार उद्यम के साथ पंजीकृत हो। विवरण के लिए निविदा दस्तावेज़ के भाग-3 का खंड 3.14.4 देखें।

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

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

These exemptions shall be applicable provided Tenderer registered with UDYAM. For details refer Clause 3.14.4 of Part-3 of the Tender document.

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

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com/>. For online bid submission the bidder will have to necessarily download an official online copy of the tender document from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

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

भी हों।/

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

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

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

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

Chapter – 1

INSTRUCTIONS TO BIDDERS

1. These are the Special Instructions to the Bidders for Tendering.

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

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

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

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

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

2. Submission of the bid:

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

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

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

- Offer Letter complete.
- Signed Copy of Tender Document/ Corrigenda
- E-receipt of EMD
- E-receipt of Tender fee.
- Power of attorney

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

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

2.2. Documentary proof of qualifying criteria (Clause of Part-3 of the Tender Document)

2.3. Duly filled and signed Annexure-5.3, Annexure-5.6, Annexure -5.7 and Annexure 5.8.

2.4. Any other document asked in the tender but not listed above.

2.5. Any Other information desired to be submitted by the tenderer.

3. Fax Quotations & Late Tenders:

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

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

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

3.3. Bid submission and Opening date:

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

3.4. Submission of offline documents:

All document needs to be submitted online only. There is no need of submission of offline document. Original copy of following document is needed to be submitted by the successful bidder before issuance of LOA.

3.4.1.1. Power of Attorney.

3.4.1.2. Affidavit as per Annexure-A

3.5. The written queries/ clarification request may be sent to RailTel's office through e-mail to abhishekmani@railtelindia.com with copy to maneeshkaushal@railtelindia.com (in pdf & word or excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS).

Reply of relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

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

Chapter – 1A

e-Tendering Instructions to Bidders

1. **GENERAL:**

These Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in Chapter- 1 of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

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

2. **GUIDELINES FOR REGISTRATION:**

- 2.1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link “Bidder Enrolment ” available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/- + Applicable GST.
- 2.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
- 2.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 2.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
- 2.5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 2.6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
- 2.7. The scanned copies of all original documents should be uploaded in pdf format on e- tender portal.
- 2.8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

3. SERCHING FOR TENDER DOCUMENTS:

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

4. PREPARATION OF BIDS:

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

5. SUBMISSION OF BIDS:

- 5.1. 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.
- 5.2. 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.
- 5.3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4. 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.

- 5.5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 5.8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit all required document online only. Original copy is needed to be submitted by the successful bidder before issuance of LOA/PO.

6. For any clarification in using eNivida Portal:

- 6.1. 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.
- 6.2. Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

EAST:8448288991, 8448288981, 9355030604, 8448288983, 8448288985, 9355030613, 8448288986, 8448288982, 8448288984

Mail id: - procurement@railtelindia.com , enividahelpdesk@gmail.com

Chapter – 2

Additional Instructions to Bidders

2.1 Verification of documents and Certification:

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

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

- 2.1.1 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.
- 2.1.2 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 ALONGWITH THE TENDER DOCUMENTS

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

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

M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work ofas per the tender No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/we the tendered (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from portal <http://www.ireps.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

SN.	Description of work	No. of locations	Estimated hiring charges per Link per annum (Excl. GST) (Rs.)	Annual hiring charges (Excl. GST) (Rs.)	Hiring charges for 5 years (Excluding GST) (Rs.)
1.	Provisioning of Last mile connectivity of 82 Colleges (detailed List in Annexure- 5.10) from nearest RailTel/RailWire PoP and with maintenance for 5 Years	82	54,877.50/-	44,99,955/-	2,24,99,775/-
Total Hiring charges for 5 years (Including GST) (Rs.)					2,65,49,735.00

The estimated cost indicated above is Including GST (as applicable)

Note:

- 1. The proposed SOR is on Link wise rental basis irrespective of OFC/RF distance.**
- 2. Out of 82 Links, minimum 75% of Links on OFC and Residual 25% on RF.**
- 3. Selected bidder shall provide committed bandwidth of 50 Mbps. expandable up to 100 Mbps as per requirement at each location and make it available continuously. RailTel shall have visibility of the same.**
4. Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
5. The Maximum attenuation of the fibre hired measured at 1550 nm. Wavelength, shall not be more than 0.3 dB/Km.
6. Bidder should provide the details of the technology used related to RF connectivity related to the proposed solution in the following domains:
7. Devices used for end-to-end connectivity & Details of the features available/integrated availability of service along with technical specification
8. The bidder will ensure that each location is receiving sufficient signal level and if required Repeater /Towers shall be provided for. Such BTS/Repeater should be in line of sight of Colleges' location.
9. For Commissioning of RF Links: For achieving the Line of sites, any Pole Mount /Tower require which is under the scope of bidders.
10. Last Mile need to terminated on RJ-45 Connector.
11. All clearances, wherever required, in respect of the mast/pole/antenna from any government/local/statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.

12. The successful bidder shall conduct RF survey prepare network plan taking in consideration of line of sight availability, hop distance, link /fade margin for reliable communication, pole/tower requirement for antenna fixing and height ease of maintenance of equipment.
13. After establishing the link connectivity, tenderer shall submit link commissioning certificate as per format given in Tender document.
14. The RF links provided shall conformity with Ministry of Communication & Information Technology (WPC) Notifications.

Chapter – 4

BID DATA SHEET

Tender No.: RailTel/eTender/OT/ER/HQ/2023-24/1462, Dt. 13.07.2023

Reference	Description
Notice Inviting Tender	<p>Name of work: रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए बिहार इलेक्ट्रॉनिक नॉलेज नेटवर्क (ईकेएन) प्रोजेक्ट के तहत बिहार के 82 सरकारी इंजीनियरिंग और पॉलिटेक्निक कॉलेजों के लिए लास्ट माइल (ओएफसी/आरएफ) को किराए पर लेना.</p> <p>Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region</p>
Eligibility Criteria	Please Refer (Part -3, Clause- 3.2)
Tender notice	<p>Last date of submission (online): Date: 04.08.2023, Time: 14:00 hrs.</p> <p>Date of opening of tender (online): Date: 04.08.2023, Time: 14:30 hrs. Public Online Tender Opening Event (TOE) through e-Tendering portal of eNivida.</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 (Chapter- 2, Clause- 2.2)	<p>The successful bidder has to (a) Commission all links within 60 days of award of work (b) They have to maintain the SLA as per requirement of the tender.</p> <p>Validity of bids: 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>(Tender Notice, Chapter-2) Documents and Certification: Each of documents/certificates in support of credentials uploaded in e-tendering portal by the tenderer shall be digitally signed by the tenderer or authorized representative of the tendering firm. Only those documents which</p>

	<p>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- 3.27)</p>	<p>Successful tenderer shall submit a Performance Guarantee (PG) valid for 63 (60+3) months, within 30 days from the date of issue of Purchase Order/letter of acceptance. The amount of PG will be 3% of the total five years annual hiring charges including GST. The PG shall be submitted as per terms and conditions given in clause No. 3.27, Format of Performance Bank Guarantee is enclosed in Annexure-5.5. If the contract is extended further, additional PBG shall be required for 3% of the additional P.O. value.</p>
<p>Duration of contract</p>	<p>Please refer (Part - 3, Clause- 3.4)</p>
<p>Queries/ Clarifications (Chapter-1, Clause 3.5)</p>	<p>Clarification Requests:</p> <p>Last date of Submission of Queries/ Clarifications: 20.07.2023</p>

Part – 1

Invitation to Bid

1.1 Scope of Work:

The scope of work includes the following

- 1.1.1. Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region and to maintain the links as per the committed uptime indicated in the document.
- 1.1.2. If the BELTRON's point of connectivity is shifted to new location within the area in which Service provider is providing OFC/RF connectivity, then the Service Provider has to establish the link from the new locations as per the requirement. Hiring charges for the new links created will be paid as per multiplied by the accepted rate of the section. RailTel will not pay any link shifting charges.
- 1.1.3. RailTel may place order for additional links up to 125% of the order quantity if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 25% to 40% will be with 2% rebate, the variation of quantity from above 40% to 50% will be 4% rebate and beyond 50% after negotiation by a committee at the same rate, terms and conditions to the Service Provider. If any link is not required by BELTRON, then the link will be surrender by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.

1.2 Invitation:

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

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

1.3 Tender Terminology:

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

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. 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.

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

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

INSTRUCTIONS FOR BIDDERS & CONDITIONS FOR TENDER

Table of Clauses

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

3.1 Broad Scope of Work:

The scope of work includes the following

- 3.1.1 Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region and to maintain the links as per the committed uptime indicated in the document.
- 3.1.2 If the BELTRON's point of connectivity is shifted to new location within the area in which Service provider is providing OFC/RF connectivity, then the Service Provider has to establish the link from the new locations as per the requirement. Hiring charges for the new links created will be paid as per multiplied by the accepted rate of the section. RailTel will not pay any link shifting charges.
- 3.1.3 RailTel may place order for additional links up to 125% of the order quantity if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 25% to 40% will be with 2% rebate, the variation of quantity from above 40% to 50% will be 4% rebate and beyond 50% after negotiation by a committee at the same rate, terms and conditions to the Service Provider. If any link is not required by BELTRON, then the link will be surrender by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.
- 3.1.4 The scope of the work includes laying of OFC cable on Overhead /Underground laying method splicing of cable, termination including testing of cable from both ends. One pair of Single Mode dark fibre will be hired by RailTel in each link. The Maximum attenuation of the fibre hired measured at 1550 nm. Wavelength, shall not be more than 0.3 dB/Km.
- 3.1.5 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.
- 3.1.6 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 monthly basis, with the exemption of Force Majeure, planned outages, period of link is switched off.
- 3.1.7 The successful bidder shall survey the route for cable construction, taking in consideration of maintenance of fibre links for 5 years and provide dark fibre links as per details given Annexure –5.10 in route with least distance between end points. The cost of survey shall include in the rate quoted.
- 3.1.8 After establishing the link, tenderer shall submit route map with GIS co-ordinates duly signed by the RailTel work-in-charge before submission of 1st invoice.
- 3.1.9 Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
- 3.1.10 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.
- 3.1.11 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.

- 3.1.12 The vendor shall communicate a fault reporting escalation matrix to ensure timely restoration of links if any fault occurs.
- 3.1.13 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.
- 3.1.14 Vendor shall visit the area where links are to be provided before submission of offer to understand terrain, geographical area to ascertain the efforts involved in establishment, maintenance of fibre links.
- 3.1.15 The OFC/RF links created shall be dedicated for the service under the scope of this Tender. The sharing of the links shall not be permitted unless prior approval is taken from RailTel. The sharing permission, issued by the RailTel on the receipt of a written request from the selected bidder, may be either on a temporary or on a permanent basis. The decision for the same shall be at the sole discretion of RailTel.
- 3.1.16 The responsibility of the bidder for managing the connectivity shall be from active device from 'A' End to 'B' End, provided by RailTel. Laying of cables up to the device and maintenance of the dark fibre links with the required availability shall be the responsibility of the bidder.
- 3.1.17 The bidder can share end to end infrastructure with third parties with the permission from RailTel, but the responsibility of SLA, confidentiality etc. rests with the bidder.
- 3.1.18 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:
- 3.1.19 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than ten days before the expiry of the date fixed for completion of the works.
- 3.1.20 If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of RailTel's employees or by other Contractor employed by the RailTel these conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration` or in consequences of the Contractor not having received in due time necessary instructions from the RailTel for which he shall have specially applied in writing to the Engineer or his authorized representative then, upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works.

The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried 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.

- 3.1.21 In the event of any failure or delay by the RailTel to hand over the Contractor permission necessary for the execution of the works or to give the necessary notice to commence the works or instructions or any other delay caused by the RailTel due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore but in any such case, the RailTel may grant such extension or extensions of the completion date as may be considered reasonable.
- 3.1.22 Extension of time for delay due to Contractor – The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Force Majeure clause 4.14, penalty shall be applicable in terms of clause 4.12.
- 3.1.23 For each links, an “Link Commissioning Certificate” as per Annexure-- 5.9 indicating the date of testing, OTDR Trace, Power meter Reading from both ends, 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.
- 3.1.24 Tests and results depicting that the link complies with Network Performance parameters specified at Annexure-5.4 “SLA Terms & Conditions”
- 3.1.25 Acceptance tests will be conducted by RailTel at its premises or its Network Operations Centre (NOC). The date of successful commissioning of the link shall be the “Start date for billing”.
- 3.1.26 The date of successful commissioning of the last link of the Purchase Order will be the start date for calculation of rentals etc.
- 3.1.27 The connectivity cost of the fibre links (including OFC cable, Termination box, pigtail/ patch cord clamping and fixing material for cable) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform for all locations during the entire tenure of the contract.
- 3.1.28 If vendor finds that connectivity is not through from A end to B end of any link, vendor has to fix the issue by sending his maintenance team to concerned area. During the site visit, if the maintenance team finds that CP Equipment is malfunctioning/down states, the vendor has to escalate the matter to RailTel NOC to a pre designated email ID provided by RailTel to the vendor.
- 3.1.29 The Bidder shall provide link-wise uptime on monthly basis in the form of a report.
- 3.1.30 During the tenure of the contract or till fibre/RF link is being used, the bidders shall bear all the operational costs associated with link commissioned.
- 3.1.31 Bidder shall ensure that during various phases of implementation, the performance,

security, etc. of the existing setup is not compromised.

- 3.1.32 Vendor shall deploy maintenance team for achieving SLA. The contact details of the Maintenance Team shall be shared with RailTel. The Maintenance Team should be easily reachable.
- 3.1.33 Bidder has to maintain proper and updated documentation of the network (including the physical and logical setup at each site of the Customer, an incident register, master database of all sites under the scope of this Tender etc.) at a central location throughout the contract period in the prescribed format as specified by RailTel, which will be shared with selected vendors.

The successful bidder shall provide the following:

- An official Responsible as a single point of contact for any escalations. Committed delivery on the service rollout front.
 - Ensure committed delivery on the network uptime front. Ensure that the timelines are met in a smooth fashion.
 - Ensure compliance of the Contract and SLAs through supervising the performance of other personnel of the Bidder involved in service deliveries etc.
 - Single point of contact for any information sought by the RailTel.
 - Managing/Supervising timely resolution of escalations/tickets via Technical Engineer(s) Responsible for all technical issues concerning the network.
 - Single point of contact for all technical queries and fault resolution.
 - Shall have the primary responsibility of ensuring a smooth network functioning and downtime.
- 3.1.34 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/downtime with the records of RailTel NOC, final decision in this regard will be taken by RailTel Administration.
- 3.1.35 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- 3.1.36 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.
- 3.1.37 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.
- 3.1.38 RailTel reserves the right to migrate a Customer link (covered under this Tender) to some other technology (that may be provided by some other service provider) at any stage during the contract period with RailTel. In such cases, the selected bidder has to ensure the shifting and commissioning of the given link at any other feasible site as specified by the RailTel.
- 3.1.39 RailTel shall only pay the quarterly rentals for hired dark fibre /RF links, and no additional cost shall be paid to the bidder including (but not limited to) the cost incurred by the bidder for the maintenance of equipment/devices used by the bidder under this Tender testing,

repairs to the equipment/replacements (even when the factors are beyond the control of the vendor) etc.

- 3.1.40 If the Customer site/ location is shifted and connectivity is required at new location RailTel, will not provide shifting charges where shifting is requested. If shifting to the new site is not possible due to non-feasibility due to any reason, the link will be surrendered.
- 3.1.41 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.42 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of RailTel:
- 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.
 - 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.
- 3.1.43 The bidder shall provide RF Last Mile network/ link connectivity diagram and details as per point of connectivity.
- 3.1.44 Bidder should provide the details of the technology used related to RF connectivity related to the proposed solution in the following domains:
- Devices used for end to end connectivity
 - Details of the features available/integrated availability of service along with technical specification
- 3.1.45 The selected vendor shall carry out necessary configuration changes (if required) in their network, as advised by the RailTel from time to time at no extra cost to RailTel.
- 3.1.46 The RF network/ links shall be dedicated for the project under the scope of this Tender. The sharing of the links shall not be permitted unless prior approval is taken from RailTel. The sharing permission, issued by the RailTel on the receipt of a written request from the selected bidder, may be either on a temporary or on a permanent basis. The decision for the same shall be at the sole discretion of RailTel.
- 3.1.47 The links at the RailTel PoP shall terminate on a layer- 3 device to be provided by RailTel. The responsibility of the bidder for managing the connectivity shall be from Engineering/Polytechnic Colleges site up to the layer 3 devices, provided by RailTel at the Point of Presence .Laying of cables from antenna to the device and providing Ethernet Surge Protection Device at both ends of cable shall be the responsibility of the bidder.
- 3.1.48 The bidder will ensure that each location is receiving sufficient signal level and if required Repeater /Towers shall be provided for. Such BTS/Repeater should be in line of sight of Engineering/Polytechnic colleges location.
- 3.1.49 The bidder will try and achieve feasibility through microwave tower an antenna/pole/mast of a height of upto 9 meters, which will be at the bidder's cost. However, in case a antenna/mast of greater height is required, specific reference per site, detailing reasons, needs to be made to RailTel prior to setting up such antenna/mast. RailTel/customer will ordinarily not refuse approvals for such references, however the bidder has to also bear the

- cost of such higher antenna/masts and related additional equipment.
- 3.1.50 All clearances, wherever required, in respect of the mast/pole/antenna from any government/local/statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.
- 3.1.51 The bidder can share end to end infrastructure with third parties with the permission from RailTel infrastructure, but the responsibility of the ownership, SLA, confidentiality etc. rests with the bidder.
- 3.1.52 Selected bidder shall provide committed bandwidth of **50 Mbps**. expandable up to **100 Mbps** as per requirement at each location and make it available continuously. RailTel shall have visibility of the same.
- 3.1.53 The successful bidder has to commission the links within the timeline as per tender delivery schedule from date of issue of PO/Work Order. The links required to make a Customer premises equipment live, shall be commissioned at sites specified by the RailTel in the LOI/POs, asap. However, for the purpose of delayed commissioning penalty, the following clause will also be operative per purchase order:
- 3.1.54 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:
- 3.1.55 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- 3.1.56 For each site, an “In-operation Certificate” as per Annexure 5.8 indicating the date of installation, list of hardware equipment/devices installed at the site along with their make/model and unique serial numbers, address of the site etc. signed jointly by the representatives of the bidder and RailTel official shall be provided by the bidder to the authority issuing the Purchase Order. After the bidder intimates that a link is ready and terminated on the router at the site, the RailTel will configure the router and carry out acceptance test within three days. However, if the RailTel advises the bidder within time regarding failure of acceptance test, the process will start over again with the intimation of link readiness by the bidder and so on till commissioning of the link. The methodology for the test will be at the discretion of the RailTel. The link is deemed to be successfully commissioned only if the acceptance test results are found satisfactory. The communication of having successfully commissioned the link will be furnished by the authorized official of the RailTel. The vendor has to carry out the following tests and should hand over their reports to RailTel:
- Tests and results depicting that the link complies with Network Performance parameters specified at Annexure 5.2 “Technical Specifications”
 - Load test to ascertain bandwidth. The testing may be done by firing multiple ftp downloads and uploads between the location. RailTel, however, reserves the right to conduct the load testing though any other methods as per market practice.
 - Any to any reachability test
- 3.1.57 It shall be the responsibility of the Bidder to configure the solution as per the Secure Configuration of the link, fixing security vulnerabilities, mitigation of various audit points and taking prompt action on the advisories shared by the Customer at any point of time

during the validity of the contract period.

3.1.58 The connectivity cost between the Customer Premises and/ or RailTel PoP (including all hardware and software components) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform for all locations during the entire tenure of the contract.

3.1.59 Maintenance and upkeep of all network equipment provided by bidder shall be the responsibility of the bidder and shall, particularly preventive maintenance, be as per Annexure 5.4. Customer will provide necessary power and proper earthing for equipment to be deployed by the bidder. Customer & RailTel shall have no responsibility for any damage to the equipment on account of voltage fluctuation, /OFC Cables etc. unless pointed out by the bidder during preventive maintenance visits.

Bidder shall take adequate insurance cover for the equipment provided at the site against any loss, damage, pilferage, theft damage and fire etc. at his own cost.

3.1.60 If vendor finds that connectivity is not through till Customer premises equipment, vendor has to fix the issue by sending his field engineer to concerned Customer premises. During the location visit, if the field engineer finds that CP Equipment is malfunctioning/down states, the vendor has to escalate the matter to RailTel NOC to a pre designated email ID provided by RailTel to the vendor. A suitable mention must be also made by the vendor's FE in the Field visit report submitted to RailTel.

3.1.61 Bidder shall maintain the connectivity at each location on 24*7 basis and shall rectify the defect by pro-active monitoring so as to maintain the Service Level Agreement (SLA). In cases of complaint lodges, email, 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.

3.1.62 The Bidder shall provide site-wise uptime along with bandwidth utilization on monthly basis in the form of a report, as also on the dash board.

3.1.63 During the tenure of the contract or till link is being used at the site, the bidders shall bear all the operational costs associated with link commissioned.

3.1.64 Bidder has to ensure safe delivery of the equipment up to the designated place of installation. Any transit insurance, permission, taxes, labour, tools and tackles, road permit etc., if required for the same, shall be arranged by the Bidder at no extra cost to the RailTel. No additional time for delivering of equipment will be given to vendor on account of issues related to road permit, government taxes, government or local body permissions, etc., nor will the RailTel provide any documents required for transportation and delivery.

3.1.65 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.

3.1.66 In case Bidder is unable to carry out configuration or any job mentioned as per the Tender document during the implementation and/or during warranty/support period, the Bidder has to get that job or configuration done through the concerned OEM/third party at no additional cost to the RailTel. However, approval of the Customer shall be required before carrying out such activities.

- 3.1.67 Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Support / End of Service and spares/upgrades should be available for minimum five years from date of commissioning.
- 3.1.68 It shall be the responsibility of the selected bidder to provide replacement for damaged equipment (or any of its components) In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate number of spare equipment and components at suitable places so that same may be provided as per the timelines mentioned above. Space required for storing such spares may or may not be provided by the Customer depending on the availability of secure places at the their premises. The selected bidder will have to make their own arrangements for storing the spares in case the Customer is unable to provide the required space.
- 3.1.69 Vendor shall identify adequate number of Field Engineers (FEs) at the ground level. The contact details of these FEs will be shared with RailTel. The FEs should be easily reachable, particularly during the office hours.
- 3.1.70 The Field engineers will preferably be full time employees of the vendor having diploma in computer science, IT, Telecommunications or equivalent/higher qualifications with at least one year domain expertise.
- 3.1.71 Bidder shall not charge any additional commercials for migrating the network from IPv4 to IPv6 as and when advised by the RailTel, during the validity of the contract period.
- 3.1.72 Technical Engineer(s)
Responsible for all technical issues concerning the network Single point of contact for all technical queries and fault resolution. Shall have the primary responsibility of ensuring a smooth network functioning without congestion and downtime.
- 3.1.73 Additionally, the bidder will provide the following set up 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.
- 3.1.74 Bidder shall provide, without any additional cost to the RailTel, adequate protection for the masts/pole/antenna like Platform/Monkey protection cage/Snow Shield/other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this Tender Document but are required for making the Customer Premises Equipment live on the network via wireless link shall be provided by the selected bidder at no extra cost to RailTel.

3.2 Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids. The supporting documents shall be uploaded by the e-tenderer. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected

Sl. No.	Qualifying Criteria	Documentary proof required (to be uploaded)
1.	The bidder shall have valid registration from DoT for leasing out dark fibre to the licensees of telecom services OR The bidder shall be a Multi System Operator or RailTel's MSP/AGNP/ANP	Valid IP-I registration certificate/ document shall be uploaded. Documentary proof as MSO/ RailTel's MSP/ AGNP/ ANP shall be uploaded.
2.	The firm should not have been black listed by Central Government or any State Government, State Government or PSU in India at the time of submission of bid.	Declaration letter by bidder as per form given in Tender.
3.	Bidder should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Return of the latest Financial Year.
4.	The vendor should have commissioned and maintained at least 29 Nos (35% of advertised number) of RF links/OFC or RF network/OFC with 29 Nos. connectivity points of each minimum 2 Mbps data rate for a period of minimum one year for one or more Central Govt. organization / PSU/ Telecom/ Datacom Service provider during the current year and the last three financial years.	Copy of PO/Contract Agreement & Letter certifying completion of the work from the client of work and maintaining the minimum links
5.	Financial: Total contract amount received during the preceding 3 financial years FY 2020-21, FY 2021 - 22 or FY 22-23 and in the current financial year up to the date of inviting of tender at least 150% of advertised tender value of the tender	Audited Balance Sheet for FY 2020-21, FY 2021-22 & FY 22-23 and in case if audited accounts of F.Y.2022-23 is not available, statement of contract receipt received duly certified by CA should be submitted.

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

3.3 **Offers by a Third-Party:**

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

3.4 **Duration of Contract:**

3.4.1 The contract shall be valid for a period of 5 Years from Date of Commissioning confirmed by End Customer (BELTRON) extendable up to 1 (one) year.

3.4.2 However, if the bidder does not perform as per satisfaction of RailTel reserves the right to terminate the contract as per clause of the tender by forfeiting the security money/Performance Guarantee, after serving 3 months' notice. If the bidder desires to quit from the services, the contract can be terminated by forfeiting the security money/Performance Guarantee, after serving 3 months' notice and the bidder will be barred to participate in similar work at RailTel/Eastern Region for a period of 12 months.

3.5 Cost of Bidding

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

3.6 Documents constituting the Tender:

3.6.1 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) PART 1 – Invitation to Bid
- f) PART 2 – Disclaimer
- g) PART 3 – Instruction for Bidders
- h) PART 4 – Terms and Conditions of Contract (TCC)
- i) PART 5 – Requirement Specifications, Bid Forms and other forms
- j) 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.

3.7 Clarifications / Amendments

- 3.7.1 Bidder requiring any clarification of the Tender may notify it to RailTel in writing to the given email- ids on or before the 10 days from the last date of submission of tender.
- 3.7.2 Text of raised queries (without identifying source of query) and response of RailTel together with the amendment to the bidding document, if any, may be uploaded in e-tender portal/RailTel Website.
- 3.7.3 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be uploaded in e-Nivida e-tender portal and RailTel website only.
- 3.7.4 At any time prior to the deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment –will be uploaded in e-Nivida e-tender

portal and RailTel website only.

- 3.7.5 In order to enable the bidders a reasonable time in which to take amendments into account in preparing the bids, RailTel, at its discretion, may extend the deadline for submission of bids. Such amendments will be uploaded in RailTel website.
- 3.7.6 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. RailTel will not take responsibility for any omissions by the bidder.

3.8 Language of the Bid:

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

3.9 Documents comprising Bid:

- 3.9.1 Documents in the Techno-commercial Proposal should consist of the following:
- 3.9.1.1 A full detail of offered fibre link diagrams (showing all the links being offered)
 - 3.9.1.2 Documents to fulfil Qualifying Criteria (Annexure-5.1)
 - 3.9.1.3 Technical specifications (Annexure-5.2)
 - 3.9.1.4 Copy of Offer Letter/Bid Form (Annexure-5.3)
 - 3.9.1.5 Acceptance of SLA Terms, Maintenance and Support Services (Annexure -5.4)
 - 3.9.1.6 Bidder's organization profile (Annexure-5.6)
 - 3.9.1.7 Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 3.2 and 3.13 of the Bidding documents.
- 3.9.2 Tender document must be digitally signed and uploaded in e-tender portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender.
- 3.9.3 The above documents should be completed in accordance with the Tender and digitally signed by the authorized representative of the Bidder (authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- 3.9.4 The Techno-commercial Bid should be uploaded in e-tender portal.
- 3.9.5 The Techno-commercial Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
- 3.9.6 The Price quoted shall be "Including GST"

3.10 Bid Price (Refer Part-6):

- 3.10.1 Accepted Rate shall be applicable for entire 5 Years of the contract.
- 3.10.2 RailTel will pay for the connectivity (rental/hiring) charges for the fibre/RF links as per accepted rate.
- 3.10.3 The price quoted shall be inclusive of all levies, license fees etc. any incidental expenses

GST as applicable. The quoted prices should also include all other charges like packing/ forwarding/ freight/transit insurance, erection/ laying, termination etc. of the work.

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

3.11 Delivery Schedule and Penalty for delayed deliveries:

- 3.11.1 Delivery Schedule: All given link has to be delivered within 60 Days from date of Work Order except for link which is "site not ready" status of customer.
- 3.11.2 The individual links have to be successfully commissioned at sites specified by RailTel in the PO, asap. However, for the purpose of penalty for delayed commissioning, penalty will be applicable on the number of sites which are not commissioned as per the target specified in this document.
- 3.11.3 The successful bidders shall provide connectivity for 100% of the locations under the scope. In other words, the vendor has to endeavor to make all ordered for locations feasible by expanding its reach/infrastructure, wherever necessary.
- 3.11.4 If the OFC link is not feasible at a given location, but due to any issue, work can be executed on getting permission from any authority, then date of communication regarding obtaining permission for will be deemed as the date of PO for the given site. However, all to be other Tender terms will continue applicable.
- 3.11.5 In case of non-compliance with the above clauses, the RailTel would invoke the EMD/ Performance Guarantee, and consider other measures not limited to blacklisting the bidder.
- 3.11.6 In the event of the vendor not adhering to the timelines specified above, penalty as prescribed in clause 4.12 shall be levied unless the site qualifies for any relaxation provided elsewhere in the Tender/Corrigendum.
- 3.11.7 'Site Survey', 'Commissioning Certificate' 'In Operations Certificate and 'Acceptance report for successful commissioning' must be maintained by the selected vendor for future reference like Penalty Calculation.
- 3.11.8 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 PG in case PG is submitted), after due notice. In the event of such cancellation, the vendor is not entitled to any compensation.
- 3.11.9 The Purchase Order and all communication related to it shall be made by RailTel Corporation of India Ltd., Eastern Region. Correspondence should also be with the authority placing the purchase order.

3.12 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- 3.12.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the RailTel's satisfaction:
- 3.12.2 Bidder should ensure that the support services are responsive and the Bidder will assume

total responsibility for the fault-free operation of the fiber links proposed and maintenance during the contract period and provide necessary maintenance services.

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

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

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

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

3.14 **Earnest Money Deposit**

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

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

3.14.3 The EMD may be forfeited

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

3.14.3.2 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

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

(a) to sign the Contract; and/or

(b) to furnish Performance Guarantee and/or

(c) to adhere to the delivery schedule stipulated

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

3.14.4.1 They shall be exempted from submission of cost of tender documents (if applicable).

3.14.4.2 They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM.

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

3.14.4.3 As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

3.14.4.4 However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021- E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as “TRADING” “[For availing benefits of Priority Sector Lending]” Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.

3.14.5 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.

3.14.6 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.

3.14.7 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.

3.14.8 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor’s) invoices.

3.15 **Period of Validity of Bid**

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

3.16 **Variation in Quantity**

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

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

- Upto +25% with no rebate.

- From +25% to +40% with 2% rebate
- From +40% to +50% with 4% rebate
- For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
- A Bid valid for a shorter period may be rejected by RailTel as non- responsive.

3.17 Format of Bid

Each bid shall be in two parts:

- 3.17.1 Techno-Commercial (as per clause 3.9 above)
- 3.17.2 Price Bid (as per clause 3.10 above)
- 3.17.3 The Techno-commercial part of the bid shall be uploaded in the technical part of the e-tender portal and price bid duly filled digitally signed and uploaded.
- 3.17.4 The Techno-commercial Bid shall be typed or written in indelible ink and shall be scanned, digitally signed and uploaded in the relevant sections of the e-tendering portal by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 3.17.5 The envelope with offline mode documents shall bear the name of the work: “Hiring of Last Mile for BELTRON EKN Project” & Tender No. for which document submitting.
- 3.17.6 The envelope in which offline mode documents submitted should indicate the name and address of the Bidder on the cover.
- 3.17.7 If the envelope is not sealed and marked, then RailTel will assume no responsibility for the bid’s misplacement or its premature opening.

3.18 Last date of & time of Submission of Bids

- 3.18.1 e-Bids must be uploaded by the bidder at the e-tendering portal before last date and time of submission specified in the Notice Inviting Tender.
- 3.18.2 In the event of the specified date for opening of bids being declared a holiday for RailTel, the bids will be opened up to the appointed time on the next working day.
- 3.18.3 RailTel may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations RailTel and bidders previously subject to the deadline will thereafter be subject to the extended last date of submission.

3.19 Modification and Withdrawal of Bids

- 3.19.1 The Bidder may modify or withdraw its Bid after the Bid submission shall be done through eNivida portal before last date and time of bid submission through eNivida portal.
- 3.19.2 No Bid may be modified after the Last date and time for submission of Bids.
- 3.19.3 No Bid may be withdrawn in the interval between the Last date and time for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its EMD/PG.

3.20 Opening of Bids by RailTel

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

3.21 **Preliminary Evaluation**

3.21.1 RailTel will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been digitally signed, and the Bids are generally in order.

3.21.2 Prior to the detailed evaluation RailTel will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

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

3.21.4 If a Bid is not responsive, it will be rejected by RailTel and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.22 **Evaluation of Bids:**

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

L1 bidder will be identified based on technical qualification and Price Bid.

RailTel may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

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

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

3.22.4 If the vendor fails to adhere time period given for delivery of links, RailTel, at its sole discretion, besides levying the stipulated penalty(ies), may cancel the order.

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

3.23 **Contacting RailTel**

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

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

3.24 **Award Criteria**

3.24.1 RailTel may award the Contract to the successful Bidder, who have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, in terms of clause 3.21.

3.24.2 The successful bidders shall provide connectivity for 100% of the ordered OFC/RF connectivity of the ordered links.

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

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

3.26 **Notification of Award**

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

3.27 **CONTRACT PERFORMANCE GUARANTEE:**

3.27.1 The successful tenderer shall submit 3% of total value of the work including GST detailed in the Purchase Order/ Letter of Acceptance towards Performance Guarantee in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled bank 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,

Note:

3.27.2 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.

3.27.3 Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

3.27.4 In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

- 3.27.5 No Interest on Earnest Money and Performance Security:
- 3.27.6 No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
- 3.27.7 The Performance 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. This PG shall be initially valid up to stipulated date of completion plus three months beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such time for completion of work plus three months.
- 3.27.8 The value of P. G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the contractor.
- 3.27.9 The Performance Guarantee (PG) shall be released on completion of after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 3.27.10 Wherever the contracts are rescinded, the Performance Guarantee shall be en-cashed and the balance work should be got done separately.

3.28 **Signing of Contract:**

- 3.28.1 In the absence of a formal contract, the Bid document, together with the RailTel's Letter of Acceptance and the vendor's acceptance thereof, would constitute a binding contract between the RailTel and the successful Bidder.
- 3.28.2 Failure of the successful Bidder to comply with the requirement of the Tender shall constitute sufficient grounds for the forfeiture of EMD/PG followed by the annulment of the award.
- 3.28.3 RailTel reserves the right either to invoke the Performance Guarantee or to cancel the purchase order or both if the Bidder fails to meet the significant terms of this Tender or contracts entered into with them, after giving due notice for rectification.

3.29 **Miscellaneous:**

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

Part – 4**TERMS & CONDITIONS OF CONTRACT****Table of Clauses**

Clause No.	Topic
4.1	Definitions
4.2	Use of Contract Documents and Information
4.3	Country of Origin / Eligibility of Goods and Services
4.4	Patent Rights/Intellectual Property Rights
4.5	Inspection and Quality Control Tests
4.6	Right to use defective product
4.7	Payment terms
4.8	Prices
4.9	Contract Amendments
4.10	Assignment:
4.11	Delays in the Vendor's Performance
4.12	Liquidated Damages
4.13	Termination of contract
4.14	Force Majeure
4.15	Termination for Insolvency
4.16	Termination for Convenience
4.17	Resolution of Disputes
4.18	Applicable Law
4.19	Addresses for Notices
4.20	Taxes and Duties
4.21	Vendor's obligations
4.22	Updation of Labour data:

4.1 **DEFINITIONS:**

Please refer clause 1.3.

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

4.2 **Use of Contract Documents and Information:**

4.2.1 Please refer clause 1.3. The Supplier shall not, without the RailTel's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RailTel in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

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

4.3 **Use of Country of Origin / Eligibility of Goods and Services**

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

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

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

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

4.4 **Patent Rights/Intellectual Property Rights:**

4.4.1 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.

4.5 **Inspection and Quality Control Tests:**

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

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

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

4.6 **Right to use defective product:**

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

4.7 **Payment terms:**

4.7.1 Payment will be done after delivery/commissioning of all the links except links which are not ready from BETLRON's END.

4.7.2 For Link on fibre:

- Payment (in Indian Rupees only) will be made strictly in accordance with the following schedule by RailTel, Eastern Region.
- Quarterly rental Charges will be paid on completion of each quarter.

4.7.3 For Link on Radio: -

- 1st Years: 80% on Link Commissioning and residual 20% after completion of 1 year.
- 2nd Years onwards: Quarterly rental Charges will be paid on completion of each quarter.

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

- Tax Invoice for the period of service;
- All Link Commissioning / Project completion certificate from RailTel Official

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

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

stage it deems appropriate.

4.8 **Prices:**

4.8.1 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, rate accepted will be non-negotiable for a period of contract. GST is payable as per applicable rates of the land.

4.9 **Contract Amendments:** No variation in or modification of the terms of the contract shall be made, except by written amendment, signed by the parties.

4.10 **Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with RailTel's prior written consent.

4.11 **Delays in the Vendor's Performance:**

4.11.1 Delivery, installation, commissioning of the dark fibre/RF links and performance of Services shall be made by the Vendor within the timeline prescribed.

4.11.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) (if permitted by RailTel) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify RailTel in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, RailTel shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.11.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.12 **Liquidated Damages:**

4.12.1 If the Vendor fails to deliver any or all of the links or perform the Services within the time period(s) specified in the Contract, RailTel may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price of undelivered service(links), as liquidated damages, a sum equivalent to ½ % per week or part thereof until actual delivery of satisfactory services or performance subject to maximum deduction of 10% of contract value. Once the maximum deduction is reached, the RailTel may consider termination of the Contract. However, nothing written under this clause precludes RailTel from invoking the entire PG for failure on the part of the bidder to deliver and perform the terms of this Tender.

4.12.2 Notwithstanding anything contrary contained herein or any other document made part of this agreement, the limitation of liability for direct damages, indirect and consequential

damages, incidental, punitive, exemplary or special Losses; loss of data/programs, loss of profits or revenue, loss of anticipated savings and loss of goodwill will be up to the contract value, except in case of infringement

4.13 Termination of contract:

4.13.1 RailTel, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor giving a month's notice, may terminate the Contract in whole or in part:

- a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by RailTel;
and/or
- b. If the Vendor fails to perform any other obligation(s) under the contract.
and/or
- c. for any reasons which RailTel, at its sole discretion consider a fit and proper ground for termination of the Agreement;
and/or
- d. on the happening of any termination event mentioned herein above in this Agreement;
and/or
- e. in the interest of RailTel

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

4.14 Force Majeure:

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

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

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

- 4.15 **Termination for Insolvency:** RailTel may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.
- 4.16 **Termination for Convenience:** RailTel, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the RailTel's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- 4.17 **Resolution of Disputes**
- 4.17.1 RailTel and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 4.17.2 If RailTel and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below:
- 4.17.3 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 4.17.4 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 4.17.5 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs.10 Lakhs. The arbitrator will be appointed by the Chief Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs.10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.
- 4.17.6 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

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

4.19 **Addresses for Notices:**

The following shall be the address of the RailTel and Vendor. RailTel's address for notice purposes:

Same as mentioned in the "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.

4.20 **Taxes and Duties:**

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

4.20.2 Income Taxes in India: The Vendor shall be liable to 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.

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

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

4.21 **Vendor's obligations:**

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

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

- 4.21.3 The Vendor is obliged to work closely with the Customer's staff, act within its own authority and abide by directives issued by the RailTel and implementation activities.
- 4.21.4 The Vendor will abide by the job safety measures prevalent in India and will free RailTel from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold RailTel responsible or obligated.
- 4.21.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.21.6 The Vendor will treat as confidential all data and information about RailTel, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of RailTel.

4.22 Updation of Labour data:

4.22.1 Contractor is to abide by the provisions of Payment of Wages Act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- Contractor shall apply for onetime 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.
- 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.
- 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.
- After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.
- 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.

4.22.2 "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of

contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at "www.shramikkalyan.indianrailways.gov.in" till _____ Month _____ Year."

Part – 5**REQUIREMENT SPECIFICATION, BID FORM AND OTHER FORMATS****INDEX**

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

ANNEXURE – 5.1
Eligibility Criteria

Sl. No.	Qualifying Criteria	Documentary proof required (to be uploaded)
1.	The bidder shall have valid registration from DoT for leasing out dark fibre to the licensees of telecom services OR The bidder shall be a Multi System Operator or RailTel's MSP/AGNP/ANP	Valid IP-I registration certificate/document shall be uploaded. Documentary proof as MSO/ RailTel's MSP/ AGNP/ ANP shall be uploaded.
2.	The firm should not have been black listed by Central Government or any State Government, State Government or PSU in India at the time of submission of bid.	Declaration letter by bidder as per form given in Tender.
3.	Bidder should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Return of the latest Financial Year.
4.	The vendor should have commissioned and maintained at least 29 Nos (35% of advertised number) of RF links/OFC or RF network/OFC with 29 Nos. connectivity points of each minimum 2 Mbps data rate for a period of minimum one year for one or more Central Govt. organization / PSU/ Telecom/ Datacom Service provider during the current year and the last three financial years.	Copy of PO/Contract Agreement & Letter certifying completion of the work from the client of work and maintaining the minimum links
5.	Financial: Total contract amount received during the preceding 3 financial years FY 2020-21, FY 2021 - 22 or FY 22-23 and in the current financial year up to the date of inviting of tender at least 150% of advertised tender value of the tender	Audited Balance Sheet for FY 2020-21, FY 2021-22 & FY 22-23 and in case if audited accounts of F.Y.2022-23 is not available, statement of contract receipt received duly certified by CA should be submitted.

ANNEXURE – 5.2
Technical Specification OF OFC

Under this Tender, optical fibre links (dark fibre) shall be provided with one pair of Single Mode Optical Fibre G652D. The OFC cable used shall have sufficient mechanical strength to withstand environmental conditions of the area for a period not less than 5 years. OFC cable termination box, Patchcord /pigtail used shall be of reputed make, as per industry standard.

Technical Specifications for RF

Sl. No.	Description	Yes/No	Remarks
1.1	Bidder should provide industrial grade carrier-class outdoor radios with higher Ethernet net aggregated through put. Adaptive asymmetric throughput – dynamic allocation between uplink and downlink connectivity with 1:1 committed Information rate bandwidth for uplink as well as downlink for the RailTel’s customer connectivity of minimum 50 Mbps bandwidth to 100 Mbps or as per requirement.		
1.2	The frequency used shall in the De-licensed band of 2.4 Ghz. – 2.4835Ghz. Notification No. G.S.R. 45 (E), dated 28.1.2005 or in the band of 5.825Ghz. to 5.875 Ghz shall conformity with Ministry of Communication & Information Technology (WPC) Notifications.		
1.3	VPN should support connectivity and should not have any physical and logical interference with other customers or Internet route/traffic. VLAN based Ethernet Ring Protection Support should be available.		
1.4	The bidder should provide Ethernet connectivity over RJ45 interface to connect customer premises router to the wired/wireless network Cables. Interfaces have to be arranged by the bidder.		
1.5	Bidder should make provision for all equipment required to provide the wired/wireless connectivity at PoP for getting usable wireless signal strength i.e. cabling from antenna customer’s router located in the Systems Room. The bidder has to adhere to industrial standard cabling practices.		
1.6	Bidder has to repair/ replace faulty/damaged equipment at the bidder’s own cost, irrespective of the reason of fault/ damage, during the contract period. However, the “force majeure” clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/ defective equipment as soon as possible.		
1.7	Wherever External antennas are installed, it should have proper lightning & Surge protection arrangement/devices.		
1.8	Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure compliance.		

Sl. No.	Description	Yes/No	Remarks
2.	NETWORK PERFORMANCE PARAMETERS:		
2.1	Wherever wireless link issued, trans-receiver should have sufficient signal margin so as to have reliable link working up to of required hop length. Robust and reliable to operate in tough conditions, extreme temperatures and non-line-of-sight scenarios. Device should support Adaptive Modulation of packets & Coding. Vendor shall ensure that sufficient fade margin available in each link being commissioned for reliable service delivery.		
2.2	Latency should not be more than 120 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.		
2.3	Average Jitter of the connectivity should be less than 30ms measured for a minimum 1000 packets		
2.4	Minimum MTU (maximum transmission unit) size should be 1500 bytes		
3	Parameters for bidder's link and devices :		
3.1	All active and passive network components / devices used for setting up of RF link shall be of reputed / industry standard make to maintain the SLA. Bidder should use products of reputed OEMs for the complete solution including the equipment at Customer premises. Bidder should not use retail products like Universal Serial Bus (USB) dongle and home use router/switch. Equipment at PoP should have following capabilities and configured accordingly (This is to ensure adherence to IT best practices) as given in Annexure -5.7 . The active components installed at all network locations should preferably be of same make to ensure compatibility		
4	Capability of devices		
4.1	SNMPv3 support		
4.2	Network Time Protocol Version 4(NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP) and Secure Shell version 2 (SSHv2)		
4.3	Internet Protocol version 6 (IPv6) support.		
4.4	The network of the TSP shall be capable of handling incidents like distributed denial of service (DDOS), Brute force attack etc.		
4.5	Temperature Range : -15 to +55 degrees Celsius , IP67 (totally protected against dust and against immersion up to 1m)		

Srl. No.	Description	Yes/No	Remarks
5	Device Management		
5.1	Unwanted services should be disabled on the devices.		

5.2	Remote device management should be done with secure channel e.g. SSHv2 and above.		
5.3	Access of devices should be provided to authorize users based on Internet Protocol (IP), media access control (MAC), Ingress/ Egress Packet Filtering etc.		
5.4	Administrative access of devices should not be through generic user id.		
5.5	All devices should be time-based (NTP) synchronized.		
5.6	Management traffic should be separate from the data traffic.		
5.7	RailTel and/or BELTRON should have rights to audit/review the whole setup of the bidder catering to BELTRON's application		
5.8	The proposed solution should be IPv4 and IPv6 compliant.		
6	Incident management		
6.1	Prevention mechanism for mis- configuration		
6.2	Alert mechanism should be in place for any incident occurred etc.		
6.3	Every incident reported should be notified to RailTel and documented.		
7	Patch management		
7.1	Network devices should be updated with latest firmware and security patches.		
7.2	Process for performing update should be maintained and approved by RailTel.		
7.3	Bidder has to ensure complete data privacy and should use private IP addresses only. The bidder will ensure physical and/or logical segregation of RailTel customer links from that of other networks.		
7.4	Bidder shall do adequately strengthened encryption algorithm to encrypt the entire data when it is traveling through the air.		
7.5	The TSP should furnish service level agreement performance reports on a monthly basis.		
7.6	The TSP should keep the historical data in the portal for a period of last one year at any point of time in a reusable format.		

Srl. No.	Description	Yes/No	Remarks
8	Mast Specifications		
8.1,1	Specification for mast height <=3metres Monopole tower should be used		
8.1.2	A monopole tower should be guyed or self Supported		
8.1.3	Hollow, heavy duty, thick non-corrosive steel tube, with high strength should be used.		
8.1.4	Weight of structure should be less than 15 kg.		
8.1.5	Deflection of antenna should be less than 05Cm for winds <=150Kmph		

8.1.6	Total floor area covered by the installation should not be more than 1 square foot.		
8.2	Specification for mast height for more than 3 metre and less than equal to 9 Meters		
8.2.1	Tower should be guyed and may be fitted with climbing rungs where necessary		
8.2.2	Guyed masts may be in lattice, triangular or square, tapered or straight, as well as monopole structural forms.		
8.2.3	Weight of structure should be less than 50kg.		
8.3.4	Deflection of antenna should be less than 15Cm for winds ≤ 150 Kmph		
8.2.5	Total floor area covered by the installation should not be more than 4 square feet excluding the guy wires.		
8.3	Specification for mast height for more than 9 meters		
8.3.1	Tower should be in lattice, triangular or square, tapered or straight		
8.3.2	Base of the tower should be on a concrete structure. If tower is erected on ground, should have a firm foundation made of good quality concrete structure of which minimum 1 metre part should be inside a pit in the ground.		
8.3.3	Tower may be guyed and should be fitted with climbing rungs		
8.3.4	Weight of structure should be less than 200 Kg.		
8.3.5	Deflection of antenna should be less than 05Cm for winds ≤ 150 Kmph		
8.3.6	Total floor area covered by the installation should not be more than 9 square feet		
8.3.7	Mast/tower should have protection including anti climb system against birds, monkeys and other animals		

Srl. No.	Description	Yes/No	Remarks
8.3.8	All structural components including washers, clips, nuts & bolts should be galvanized (anti rust)		
8.3.9	Separate down conductors shall be installed from each tower to earth		
8.3.10	Wires from the antenna should be properly guided and firmly bound to mast		
8.3.11	Outdoor wire should have proper shielding from antenna till system room		
8.4	Maintenance of the tower		
8.4.1	Towers require regular maintenance for Purposes of early detection of deterioration and as a mandatory measure to prevent breakdowns and the attendant consequences.		
8.4.2	Engineers should visit and conduct health checkup of the tower in every first and third quarter or as and when called by /RailTel Customer. If anything is found to be faulty should be replaced/repared without any cost to RailTel.		
8.4.3	The top of mast or tower should be painted red. Rest of the		

	pole, mast or tower should be painted blue (non gloss paint)		
8.4.4	Tower should be painted every two years		
8.4.5	<p>For every tower site, vendor shall keep a maintenance log book and get signatures from branch for every preventive checkup visit. Log book should contain the following information:</p> <ul style="list-style-type: none"> a. Installation Date b. Next preventive due dates c. Next Painting due dates d. Adhoc Maintenance dates e. Details of activity carried out and replaced parts f. Name and address of Engineer 		

Annexure 5.3

OFFER LETTER/BID FORM

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

To,

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

Dear Sir,

Ref: Tender No. RailTel/eTender/OT/ER/HQ/2023-24/1462, Dt. 13.07.2023

1. We have examined the Tender, the receipt of which is hereby duly acknowledged and furnished by RailTel and we offer to provide Last Mile on OFC/RF for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region” on Hiring as per details enclosed at Annexure 5.10 as per the terms and conditions spelt out in the Tender. We shall participate in the bid
2. While submitting this bid, we certify that:
 - The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
 - Price bid submitted by us have been arrived at without agreement with any other Bidder of this Tender for the purpose of restricting competition.
 - The price bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this Tender.
 - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - The rate quoted in the price bids for the solution is as per the Tender and subsequent pre-bid clarifications/ modifications/ revisions furnished by RailTel without any exception.
3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the Fibre links within the period specified in the Tender from the date of Purchase Order.
4. We agree to abide by the Bid and the rates quoted therein for the orders awarded RailTel up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, RailTel will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We understand that RailTel will forfeit the Earnest Money Deposit if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Bank Guarantee.

Dated this day of 2023

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

Duly authorized to sign Bid for and on behalf of

SIGNATURE OF WITNESS

- 1.
- 2.

Annexure 5.4

SERVICE LEGAL AGREEMENT

1. During the term of the contract, the Vendor shall maintain the dark fibre/RF links in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a. The Bidder shall rectify any defects, faults and failures in the fibre links and shall repair/replace worn out or defective parts of the solution promptly, at no extra cost to RailTel.
 - b. Vendor shall at all times keep sufficient stock of spare cable and accessories required for maintenance of the OFC links.

2. 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 Bidder.

3. SLA:

S No.	Measurement	Target	Severity	Penalty
1.	End-to-End (CPE to CPE) Network availability over OFC (Link reachability from centralized management server)	>= 99.0 % quarterly average	Critical	No Penalty
		<99.0 % and >= 98.0% quarterly average		1% of the QGR value of the link.
		<98.0 % and >= 97.0% quarterly average		2% of the QGR value of the link
		<97.0 % and >= 96.0% quarterly average		5% of the QGR value of the link
		<96% and >=85% quarterly average		10% of the QGR value of the link
		<85% quarterly average		No QGR payment shall be made for the link
2.	Packet Loss in each link (report on packet loss from the centralized monitoring solution needs to be shared by the SI)	<= 1.0 %	Medium	No Penalty
		>1.0 % and <=5.0%		1 % of the QGR value of the link
		>5.0 % and <=10.0%		5 % of the QGR value of the link
		>10.0%		10 % of the QGR value of the link
3.	End to End Average Latency for all	<= 60 ms.	Medium	No Penalty

S No.	Measurement	Target	Severity	Penalty
	Locations (CPE to CPE) (Latency report loss from the centralized monitoring solution needs to be shared by the SI)	< 60 ms and <=150 ms		1% of the QGR value of the Link.
		> 150 ms and <=250 ms		2% of the QGR value of the Link.
		> 250 ms		5% of the QGR value of the link

4. Determination of Downtime –

For the purpose of measurement, “downtime” or “fault duration” constitutes any period of time during which the Intranet link is unable to transfer data due to reasons assignable to RailTel’s network. Downtime of a link shall be calculated based on the data collected by the network monitoring tools (NMS) of the project. The reachability of the CPE device and availability of ports where the circuit is terminated will be compared and minimum between these two will be considered as link availability. Bidder will have to do proactive monitoring of the links / network. Bidder also needs to provide access to RailTel/BSEDC to their NMS for monitoring and generating uptime, downtime, utilization, latency, jitter etc. reports for customized timeframe by RailTel.

5. Exclusion of Downtime –

Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime:

- Link/ equipment down due to raw power failure.
- Switch off (Rack/equipment raw power) at the respective locations.
- Scheduled maintenance by the vendor, with prior intimation.
- Access not available at site for the engineer to check the issue and the same should be reported to RailTel on time.

For all these cases, a monthly sign-off to be collected from the respective site/s and to be submitted to RailTel for exemption of SLA.

6. Bills submitted by the Vendor shall not be paid by the RailTel till compliance. In case even after withholding payments there is no improvement, RailTel may invoke at its discretion relevant clauses of the Tender Document.
7. Penalty for not providing any other feature/facility and/or complying with term as per Tender Document. RailTel may stop the payment till the issue is resolved and/or may put a reasonable penalty on the vendor.
8. The Vendor’s maintenance personnel shall be given access to the network when necessary, for the purpose of performing the repair and maintenance services indicated in this Tender Document.
9. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any

consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

10. If in any month, the Vendor does not fulfill the provisions of clauses given above, only the proportionate charges for that period during the month will be considered payable by RailTel without prejudice to the right of RailTel to terminate the contract. If the Vendor has been credited without deducting the proportionate charges (as applicable) for that quarter, RailTel can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to RailTel on demand by RailTel.

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

12. CONFIDENTIALITY:

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

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

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

ANNEXURE-5.5

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

CONTRACT PERFORMANCE GUARANTEE BOND

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

In consideration of the RailTel Corporation of India Limited 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 for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter. We,... (name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE:

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

Dated theday of2023
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.

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..... 2023 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

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: Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region

Ref: Tender No. RailTel/eTender/OT/ER/HQ/2023-24/1462, Dt. 13.07.2023

Sir,

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the firm)

ANNEXURE - 5.8

NO NEAR- RELATIVE DECLARATION AND CERTIFICATES

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

I _____ son/ daughter/ wife of Shri _____ Proprietor/ Partner/ Director/ Authorized Signatory/ Representative of M/s. (Name and address of the bidder) is competent to sign this declaration /certification and execute the tender document regarding “Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region”

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

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

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

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

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

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

Date:
Place:

Full Name:
Address:
Seal:

ANNEXURE-5.9

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

	Name of the work	:
	PO/ LOA No. and date	:
	Connectivity provided	
	End A (with GPS Co-ordinates)	
	End B (with GPS Co-ordinates)	
	Link distance	mtr.
	Fibre length	
	Link loss	___dB.
	Route details	
	Date of testing/ commissioning	

Signature of RailTel’s Engineer


Signature of the Contractor’s Engineer

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

Signature of Asstt.GM/Sr. Manager/RailTel

IN OPERATIONS CERTIFICATE

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

		<p align="center">INSTALLATION OF TELECOM LINK AND RELATED STRUCTURE FOR CUSTOMER PREMISES CONNECTIVITY</p> <p align="center">CERTIFICATE OF COMPLIANCE:</p>		
		NAME OF THE BIDDER		DATE.... /... /2023
I. CUTOMER DETAILS				
LOCATION CODE:				
SITE NAME:				
SITE ADDRESS		DISTRICT:		STATE:
Customer Telephone No with STD code:			Customer Mobile no:	
CIRCUIT ID & Link Details: (To be filled in by vendor)		BANDWIDTH: (To be filled in by vendor)		
INSTALLATION TYPE: RF /OPTICAL FIBRE CABLE				
IF RF		HEIGHT OF THE MAST/TOWER: UP TO 3 METER BETWEEN 3M AND 9M MORE THAN 9 METER (Please specify.....meters)		
		TYPE OF MAST: ON ROOF ON GROUND MONOPLE GUYED MONOPLE TOWER		
II. MONOPOLE/TOWER INSTALLATION COMPLIANCE				
(To be filled by Railtel Official/ SBI Branch Manager. Check all that apply, cross that does not ap				
S.I No.	ITEM	UP TO 3 METER	BETWEEN 3 M	MORE THAN 9 METER
1	Heavy duty, thick non-corrosive steel tube is used			
2	Type of mast	Monopole <input type="checkbox"/>	Monopole or tower <input type="checkbox"/>	Tower is in lattice, tripod or square, tapered shape <input type="checkbox"/>
3	Weight of structure	less than 25 Kg <input type="checkbox"/>	less than 50 Kg <input type="checkbox"/>	Less than 150 kg <input type="checkbox"/>
4	Total floor area covered	less than 01 Square Foot <input type="checkbox"/>	less than 04 Square Foot <input type="checkbox"/>	less than 09 square Foot <input type="checkbox"/>

	by the installation			
5	Mast is guyed (wired support)	Mast is guyed <input type="checkbox"/>	Tower is guyed <input type="checkbox"/>	Tower is guyed <input type="checkbox"/>
6	Base of the tower	Not applicable	Base of the tower concrete structure. If tower is erected on ground, it should have a firm foundation made of good quality concrete structure of which minimum 0.5 metre part Shouldbe inside a pit in the ground <input type="checkbox"/>	Base of the tower is a concrete structure. If tower is erected on ground,it should have a firm foundation made of good quality concrete structure of of which minimum 0.5 metre part should be inside a pit in the ground <input type="checkbox"/>
7	Climbing rungs	Not applicable <input type="checkbox"/>	Tower is fitted with Climbing rungs <input type="checkbox"/>	Tower is fitted with Climbing rungs <input type="checkbox"/>
8	The top of mast or tower should be painted red. Rest of the pole, mast or tower should be painted blue(non gloss paint)			
9	Mast/tower should have adequate protection against all possible disruptions including anti climb system against birds, moneys and other animals.			
10	All structural components including washers, clips, nuts & bolts should be galvanized.			
11	Separate down conductors shall be installed from mast/tower to earth.			
12	Wires from the antenna should properly guided and firmly bound to mast.			
13	Outdoor wire should have Proper shielding from antenna till system room Deflection of antenna is less than 05 cm manually			
14	shaking the mast			
15	Signal strength as shown in the meter			
16	Wire from this connectivity is in CP Router			
17	Details of Surge protection provided			
18	Earthing of mast (Earth resistance measured)			

Any other remark on the work being certified:

III. CERTIFICATE OF COMPLIANCE FOR THE WORK DONE

I have visually verified the installation and certify that the information provided herein is true and accurate to the best of my knowledge.

SIGNATURE & STAMP OF THE VENDOR	SIGNATURE & STAMP OF RAILTEL OFFICIAL
---------------------------------	---------------------------------------

III. CERTIFICATE OF COMPLIANCE FOR THE WORK DONE

I certify that the pole/tower erected by M/s.....on behalf of M/s (bidder company).for the connectivity of the Customer details)(...../office adheres to the law of the land (Municipality law, Airport authority law, TRAI guidelines etc) and in case of any legal dispute, I indemnify the RailTel of behalf of M/s..... I also certify that I am authorized for making this declaration.

SIGNATURE OF THE VENDOR'S REPRESENTATIVE
(with name and company stamp)

NAME OF THE BIDDER'S REPRESENTATIVE

ANNEXURE-5.10**DETAILS OF COLLEGES****Tender No. RailTel/eTender/OT/ER/HQ/2023-24/1462, Dt. 13.07.2023**

SN	Name of the College	Address
Govt Engineering Colleges		
1	Shri Phanishwar Nath Renu Engineering College, Araria	Shri Phanishwar Nath Renu Engineering College (SPNRC), Araria, Simraha, Araria-854318
2	Government Engineering College, Arwal	Aurangabad Road, Mehndia Market, KoyalBhupta Road, Vill- Shivpuri, Block-Kaler, Arwal, Bihar- 804428
3	Government Engineering College, Aurangabad	Arthua, PO+PS:-Kasma, Rafiganj, Aurngabad, Bihar-824125
4	Government Engineering College, Banka	Gaon-Lakrikola, PO-Manjira, Dist+PS-Banka, Bihar-813102
5	Rashtrakabi Ramdhari Singh Dinkar Engineering College, Begusarai	PRSD Begusarai, Ullao Road, Singhauldin, Begusarai, Bihar-851134
6	Bhagalpur Engineering College, Bhagalpur	PO-Sabaur, Bhagalpur, Bihar-813210
7	Darbhanga Engineering College, Darbhanga	Gaon-Mabbi, Darbhanga Bihar-846005
8	Gaya Engineering College, Gaya	Gaya, Srikrishna Nagar, PO-Nagariyawan, Bhaiyaa Buniyaadganj pool, Khijarsarai, Bihar-823003
9	Government Engineering College, Jamui	Gaon-Amrath, PO: Amrath, Dist-Jagui, Bihar 811313
10	Government Engineering College, Jehanabad	Thana : Srikrishna Nagar Nagari, Buniyaadganj, Hulasganj, Bihar-823003
11	LNJPIT Chapra	NH19, Chapra Bihar-841302
12	Katihar Engineering College, Katihar	NH31, Hardiyagunj, Katihar Bihar-854109
13	Government Engineering College, Khagaria	PO : Alauli, Prakhanda-Alauli, Bihar-848203
14	B P Mondal Engineering College, Madhepura	Madhepura, Majrahat Road, Singheswar, Bihar-852128
15	Government Engineering College, Madhubani	Sagarpur, Pandaul, Thana-Shakri, PO: Pandaul, Dist-Madhubani, Bihar-847234
16	Government Engineering College, Munger	Churamba Road, Sajwalpur, Munger Bihar-811201
17	Government Engineering College, Bethia (Paschim Champaran)	Kumarbagh, In front of Kumarbagh Railway Station, Bethia, Dist-Paschim Champaran, Bihar-845450
18	Motihari Engineering College, Motihari	NH28A, Fursatpur, Dariyarpur, Motihari Bihar-845401
19	Purnia Engineering College, Purnia	Polytechnic Chawk, In front of Ramnagar & Subhashnagar, Purnia Bihar-854303

SN	Name of the College	Address
20	Shershah Engineering College, Shershah	PO-Barki Kharari, Thana-Kargahar, Kargahar Road, Sasaram Rohtas Bihar-821113
21	Shaharsha Engineering College, Shaharsha	Hatiagachi, Shaharsha Bihar-852201
22	Government Engineering College, Samastipur	Sarayranjan, Nardhaudhi, Samastipur Bihar-8848127
23	Supaul Engineering College, Supaul	Bina Road, Board No-24, Supaul Bihar-852131
24	Baishali Engineering College, Baishali	Shyampur, Mansurpur, Bidupur, Baishali Bihar-844115
25	MIT Muzaffarpur	LaxmiChawk, Brahampur, Muzaffarpur Bihar-842003
26	Nalanda Engineering College, Nalanda (Chandi)	Chandi-Jalalpur Road, Biharsariff Bihar-803108
27	Sitamari Engineering College, Sitamari	Gosaipur-Paroha Bihar-843314
28	Bakhtiyarpur Engineering College, Bakhtiyarpur	105A Patna, Sitamari Road, East Laxmi Nagar, Ramkrishnanagar Patna Bihar-800027
29	Sheohar Engineering College, Sheohar	Hirawta, Dumma Bihar-843329
30	Nawada Engineering College, Nawada	Budhwal Bihar-805111
31	Sekhpura Engineering College, Sekhpura	Chandi-Jalalpur Road, Srinagar, Dasturpur, Bihar-803108
32	Gopalganj Engineering College, Gopalganj	BKNSGP, Gopalganj Mantengrahi PO-Mehrani, Thana-Mohammadpur, Bihar-841409
33	Siwan Engineering College, Siwan	Mohiuchinpur, Bihar-841226
34	Kaimur Engineering College, Kaimur	Jetpur Kalan, Bhagawanpur, Bhubhuwan, Bihar-821102
35	Kishanganj Engineering College, Kishanganj	Chakla, Bhatia Dangi Block, Lehra-Belwa Road, Bheriadangi, Bihar-855107
36	Buxar Engineering College, Buxar	Atrauna Road, Itari Bihar-802123
37	Bhojpur Engineering College, Bhojpur	Computer Hub Road No-4, Infront of Rajya Nagar, Rajya Nagar Railway Gumti, Patna Bihar-800024
38	Lakhisarai Engineering College, Lakhisarai	Shibsena Road, Kharsari, Bihar-811107
Polytechnic Colleges		
39	Government Polytechnic College, Aurangabad	Aurangabad, Dhanari, Post-Bijouli, Dist-Aurangabad, Pin- 82102
40	Government Polytechnic Barauni	Barauni, Post-Ulao, PS-Sindhauli, Dist-Begusarai, Bihar Pin- 851134
41	Government Women's Polytechnic, Patna-14	Jagdev Path, Phulwari Road, B.A.M.E.T.I Campus, in front of Phulwari sharif, Patna Bihar- 801506
42	Government. Polytechnic, Gulzaribagh, Patna-7	Gulzarbagh, Sadikpur, Patna Bihar-800007
43	Government Polytechnic Buxar	Atrowna Road, VILL+PO+PS- Itarhi, Dist- Buxar (Bihar)-802123

SN	Name of the College	Address
44	Braj Kishor Narayan Singh Government Polytechnic, Gopalganj	Gopalganj, PO- SIPARA, PS- BISHWAMBHARPUR, DIST- GOPALGANJ- 841501
45	Government Polytechnic, Kishanganj	Nezagachhi Thakurganj, Bihar Kishanganj - 855116
46	Government Polytechnic, Lakhisarai	North of Bidyapeeth Chowk, Lakhisarai, Bihar- 811311
47	Government Polytechnic, Muzaffarpur	Muzaffarpur, Bihar -842003
48	Government Polytechnic, NALANDA (ASTHAWAN)	NALANDA (ASTHAWAN), PO+PS+VILL- ASTHAWAN Nalanda Bihar- 803107
49	Government Polytechnic, NAWADA	Government Polytechnic Campus, KHANWAN, PO+PS- NARHAT, DIST-NAWADA, Bihar-805122
50	Government Polytechnic College, Bettiah (West Champaran)	Gaon - Mahnajanj, PS - Majwalia, Dist - West Champaran, Bettiah
51	New Government Polytechnic, Patna-13	Polytechnic More, Patliputra Path, Patliputra Industrial Area, Patliputra Colony, Patna, Bihar-800013
52	New Government Polytechnic, Jahanabad	Polytechnic More, Patliputra Path, Patliputra Industrial Area, Patliputra Colony, Patna, Bihar-800013
53	Government Polytechnic, Motihari	Motihari, Luathahan, Behind Govt. ITI, Near Motihari Court, P.O.- Motihari Court, Bihar-845401
54	Kameshwar Narayan Singh, Government Polytechnic, Samastipur	Kameshwar Narayan Singh Government Polytechnic, Samastipur, Kishanpur Tabhka, Samastipur Bihar-848160
55	Government Polytechnic, Chapra	NH 19, Chapra, Bihar-841302
56	GOVERNMENT POLYTECHNIC, JAMUI	KALYANPUR ROAD JAMUI, Bihar- 811307
57	Government Polytechnic sheohar	Parihara chamanpur , PO-Kamrauli, Thana - Piprahi Sheohar-843329
58	Government polytechnic, Sitamarhi	Gaon-Gosaipur, PO-Rasulpur, Sitamarhi, Pin-843302
59	Government Polytechnic, Siwan	Bawandiah, Chainpur, Siwan, Pin - 841203
60	Government Polytechnic, VAISHALI	Fatehpur, Afzalpur Road via Chakmaruf, Goraul Bihar- 844118 (Vaishali)
61	Government Polytechnic, DARBHANGA	Sundarpur, Darbhanga Bihar-846005
62	Government Polytechnic, Saharsa	Government Polytechnic Saharsa, Adarshnagar Dist - Saharsa, Bihar- 852201
63	Government Polytechnic, PURNEA	Near Abhiyantran Mahabidyalay, Mariam Nagar, Purnea Bihar-854303
64	Government Polytechnic, BHAGALPUR	Housing Board Colony, PO-BARARI, BHAGALPUR- 812003
65	Government Polytechnic, Gaya	Gaya, Ghugharitand, Bodhgaya Bypass Road, PO Chand Chaura, Thana - Bishnupadh, Gaya, Bihar - 823001

SN	Name of the College	Address
66	Government Women's Polytechnic, Muzaffarpur	Technical Chawk, Muzaffarpur Nayatola, Pokhrera, Muzaffarpur Bihar-842001
67	Government Polytechnic, KATIHAR	Near hotel Vinayak, Bheria Rahima, Mojhale, Katihar, Bihar - 854105
68	Government Polytechnic, Madhubani	Mahendbar, Bihar-847403
69	Government Polytechnic, DEHRI ON SONE	NH2C Dehri On Sone, Near Indrapuri Barrage, Patanawa, Dehri On Sone, Bihar-821306
70	Government Polytechnic, Tekari (Gaya)	At Chaita Makhdumpur, Po-Harhi Makhdumpur, Ps-AIipur, Tekari, District-Gaya, Pin-824235
71	Government Polytechnic, Munger	RAMANKABAD, KHARAGPUR, DIST-MUNGER, Bihar-811213
72	Government Polytechnic, Supaul	Mansapur, Bihar-852215
73	Government Polytechnic, BANKA	Gaon-KOTWALI, PO : HARCHANDI, Dist-BANKA Bihar-813105
74	Government Polytechnic, Madhepura	Dhuriya, Kalashan, P.0- Chousa, Dist:- Madhepura, Bihar-852213
75	Braj Kishor Narayan Singh Government Polytechnic, Gopalganj	Khorampur, Dist : Gopalganj, Man urf Basant, Chapra Bihar : 841437
76	Government Polytechnic, Sheikhpura, BIHAR	Main campus - At North of Vidyapith Chawk, Lakhisarai, Bihar-811311
77	Government Polytechnic, KAIMUR	VILL- MACHHANAHATTA, Lahori Bari, Bihar - 821108
78	Government Polytechnic, Araria	Rampur Kodarkatti, Araria, Bihar-854312
79	Government Polytechnic, Sitamarhi	Malahi, West Sursand, Bihar-843331
80	Government Polytechnic, Arah (Bhojpur)	Gulzarbagh, Sadikpur, Patna Bihar-800007
81	Government Polytechnic, Khagaria	Mehdipur, Mehdipur Bihar-851212
82	Government Polytechnic, Arwal	Ghamaul Panchayat, Bihar-804419

END – A will be Nearest RailTel/RailWire PoP

ANNEXURE-5.11

CONTRACT AGREEMENT

(CA No. _____ - for the work of “Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region”

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and Twenty, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6th 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 “Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project 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 “Hiring of dark Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region” as per copy of Letter of Acceptance of Tender No. _____ Dated _____ complete with 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.

Part – 6
Annexure 6.1: PRICE BID
(Price Bid: Financial part of e-Tender)

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

Dear Sir

Ref: Tender No. RailTel/eTender/OT/ER/HQ/2023-2024/1462, Dt. 13.07.2023

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) Hiring of Last Mile (OFC/RF) for 82 Government Engineering & Polytechnic Colleges in Bihar under Bihar Electronic Knowledge Network Project for RailTel Corporation of India Ltd., Eastern Region” as indicated below:

SN.	Description of work	No. of locations	Estimated hiring charges per Link per Annum (Excl. GST) (Rs.)	Annual hiring charges (Excl. GST) (Rs.)	Hiring charges for 5 years (Excluding GST) (Rs.)
1.	Provisioning of Last mile (OFC/RF) connectivity of 82 Colleges (detailed List in Annexure- 5.10) from nearest RailTel/RailWire PoP and with maintenance for 5 Years.	82	54,877.50	44,99,955/-	2,24,99,775/-
Total Hiring charges for 5 years (Including GST) (Rs.)					2,65,49,735.00
Bidders' Rate to be quoted in percentage [Above (+)/Below (-) /At par] of the Total Estimated Cost including GST (IN FIGURES)					
Bidders' Rate to be quoted in percentage [Above (+)/Below (-) /At par] of the Total Estimated Cost including GST (IN WORDS)					

If below/above/At par is not mentioned then rate will be considered below.

(To be quoted and uploaded in financial bid on e-Nivida Portal only)

i	It is certified that I/We have inspected the sites and acquainted myself /ourselves with local conditions,work involved etc.
---	--

ii	The above Rate are inclusive of GST.
iii	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.
iv	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.
v	I/We undertake to provide Performance Guarantee of suitable amount towards faithful maintenance & supports till existence of individual links.

Note:

1. The proposed SOR is on Link wise rental basis irrespective of OFC/RF distance.
2. **Out of 82 Links, minimum 75% of Links on OFC and Residual 25% on RF.**
3. **Selected bidder shall provide committed bandwidth of 50 Mbps. expandable up to 100 Mbps as per requirement at each location and make it available continuously. RailTel shall have visibility of the same.**
4. Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
5. The Maximum attenuation of the fibre hired measured at 1550 nm. Wavelength, shall not be more than 0.3 dB/Km.
6. Bidder should provide the details of the technology used related to RF connectivity related to the proposed solution in the following domains:
7. Devices used for end-to-end connectivity & Details of the features available/integrated availability of service along with technical specification
8. The bidder will ensure that each location is receiving sufficient signal level and if required Repeater /Towers shall be provided for. Such BTS/Repeater should be in line of sight of Colleges' location.
9. For Commissioning of RF Links: For achieving the Line of sites, any Pole Mount /Tower require which is under the scope of bidders.
10. Last Mile need to terminated on RJ-45 Connector.
11. All clearances, wherever required, in respect of the mast/pole/antenna from any government/local/statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.
12. The successful bidder shall conduct RF survey prepare network plan taking in consideration of line of sight availability, hop distance, link /fade margin for reliable communication, pole/tower requirement for antenna fixing and height ease of maintenance of equipment.
13. After establishing the link connectivity, tenderer shall submit link commissioning certificate as per format given in Tender document.
14. The RF links provided shall conformity with Ministry of Communication & Information Technology (WPC) Notifications.

Dated this day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

PART – 7 Check List

SN	Have you submitted the following documents?	Submitted /Complied or not	Page No/ Ref No. of Offer
1.	Cost of tender document or document in support for exemption from submission of Cost of tender document		
2.	EMD or document in support for exemption from submission of EMD		
3.	Original Power of Attorney and Notarized Affidavit Annexure-A (clause-2.1, Chapter-2) (Uploaded online copy with the bid and off line copy to be submitted before issuance of LoA)		
4.	Uploading of digitally signed Tender document(online)		
5.	Documentary evidence against eligibility criteria (Clause 3.2, Part-3)		
6.	Compliance statement for acceptance of technical specification & SLATerms& Conditions Annexure 5.2 & Annexure-5.4		
7.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
8.	Miscellaneous/ supporting documents asked for in the tenderdocument wherever required to meetuprespective Criteria		

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

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