



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

19वीं मंजिल, ऑरोरा वाटर फ्रंट बिल्डिंग, प्लॉट नंबर 43/1, ब्लॉक-जीएन,

सेक्टर-V, साल्ट लेक सिटी, कोलकाता - 700091

टेली: 033-44041499

RailTel Corporation of India Limited

(A Govt. of India Undertaking)

19th Floor, Aurora Water Front Building, Plot No. 43/1, Block-GN,
Sector-V, Salt Lake City, Kolkata – 700091.

Tele-033-44041499

RailTel Website: <https://www.railtelindia.com>

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

"रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए कोलकाता से इम्फाल तक
पॉइंट-टू-पॉइंट 5Gbps लीज लाइन बैंडविड्थ को किराए पर लेना"

के लिए निविदा दस्तावेज़

TENDER DOCUMENT FOR

**"Hiring of Point-to-Point 5Gbps lease line Bandwidth from Kolkata to
Imphal for RailTel Corporation of India Limited, Eastern Region"**

निविदा संख्या (Tender No.): RailTel/Tender/ST/ER/HQ/2023-24/1500, Dt. 15.09.2023

खुलने की नियत तिथि (Due date for opening): 29.08.2023

Cost of Tender Document (निविदा दस्तावेज की लागत): Rs. 1,770.00 (Incl. GST)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

पूर्वी क्षेत्र, 19वीं मंजिल, ऑरोरा वाटर फ्रंट बिल्डिंग, प्लॉट नंबर 43/1, ब्लॉक-जीएन,
सेक्टर-V, साल्ट लेक सिटी, कोलकाता - 700091

RailTel Corporation of India Limited

Eastern Region, 19th Floor, Aurora Water Front Building, Plot No.
34/1, Block-GN, Sector-V, Salt Lake City, Kolkata – 700091

Telephone: 033-44041499

Website: www.railtelindia.com

TENDER No. RailTel/Tender/ST/ER/HQ/2023-24/1500,

Dt. 15.09.2023

To,
Reliance Jio Infocomm Limited
Office-101, Saffron, Nr. Centre Point,
Panchwati 5 Rasta, Ambawadi,
Ahmedabad-380006, Gujarat, India
CIN: U72900GJ2007PLC105869

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र, कोलकाता "रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए कोलकाता से इम्फाल तक पॉइंट-टू-पॉइंट 5Gbps लीज लाइन बैंडविड्थ को किराए पर लेना" के लिए सिंगल स्टेज सिंगल पैकेट प्रणाली में ई-बोली आमंत्रित करता है।

RailTel Corporation of India Ltd., Eastern Region, Kolkata invites e-bid in Single Stage Single Packet System for "Hiring of Point-to-Point 5Gbps lease line Bandwidth from Kolkata to Imphal for RailTel Corporation of India Limited, Eastern Region".

निविदा विवरण निम्नानुसार दिया गया है:

The Tender Details are given as under:

1	निविदा संख्या Tender No.	RailTel/Tender/ST/ER/HQ/2023-24/1500, dt. 15.09.2023
2	बोलियां जमा करने की अंतिम तिथि और समय Last date & time for submission of Bids	29.09.2023 up to 14:00 hrs.
3	बोलियों के खुलने की तिथि और समय Opening date & time of Bids	29.09.2023 at 14:30 hrs.
4	प्रस्ताव की वैधता Validity of offer	60 days from date of opening of Bids
5	वितरण अवधि Delivery Period	20 days from the date of issue of Purchase Order/LOA
6	अनुमानित निविदा मूल्य (जीएसटी सहित) Approximate tender value (Incl. GST)	Rs. 46,02,000/- (Rs. Forty-Six Lacs Two Thousand Only, Incl. GST)
7	बयाना राशि (ईएमडी) Earnest Money Deposit (EMD)	Rs. 92,100.00

8	निविदा दस्तावेज की लागत (जीएसटी सहित) Cost of Tender Document (Incl. GST)	Rs. 1,770.00 (Including GST)
9	किराए पर लेने की अवधि Period of Hiring	One year, may be extendable by further one year if RailTel desires, on the same Terms & Conditions and Rates

नोट: निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें <https://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 ई-निविदा पोर्टल से निविदा दस्तावेज की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी जैसे शुद्धिपत्र/परिशिष्ट/संशोधन इत्यादि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज 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 <https://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 documents 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. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

अधूरी निविदाएं, और बिना बयाना राशि और निविदा दस्तावेज की लागत के निविदाओं को अस्वीकार कर दिया जाएगा।
Incomplete tenders, and tenders without Earnest Money Deposit and cost of tender document shall be rejected.

निविदा के संबंध में बयाना राशि (ईएमडी) और निविदा दस्तावेज लागत (टीडीसी) का भुगतान केवल नेट बैंकिंग या पेमेंट गेटवे के माध्यम से स्वीकार किया जाएगा। ईनिविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर)/ईएमडी, किसी अन्य रूप को ईएमडी के रूप में स्वीकार नहीं किया जाएगा।

Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) / EMD in any other form will not be accepted as EMD for tender invited on eNivida (e-tender portal).

प्रस्ताव उपर्युक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे जो उपस्थित होना चाहते हैं। यदि बोली प्राप्ति/खोलने की तिथि को अवकाश होता है, तो इसे अगले कार्य दिवस पर किया जाएगा।

The offers shall be opened on above mentioned date in the presence of those bidders who choose to be present. If the receipt/opening bid date happens to be a holiday, the same shall be done on the next working day.

सहायक महाप्रबंधक/ अनुबंध
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र
Asstt. General Manager /Contracts
RailTel Corporation of India Ltd., Eastern Region

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(Total nos. of pages in this tender document is 35)

Chapter– 1

OFFER LETTER

Ref: Tender No. RailTel/Tender/ST/ER/HQ/2023-24/1500,

Dt. 15.09.2023

To

RailTel Corporation of India Ltd.,
Eastern Region, 19th Floor,
Aurora Water Front Building,
Plot No. 34/1, Block-GN, Sector-V,
Salt Lake City, Kolkata – 700091.

1. I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof. I/We offer to do the “Hiring of Point-to-Point 5Gbps lease line Bandwidth from Kolkata to Imphal for RailTel Corporation of India Limited, Eastern Region” as per Schedule of Requirement for Tender No. RailTel/Tender/ST/ER/HQ/2023-24/1500, Dt. 15.09.2023 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to provide the service within 20 days from the date of issue of Purchase Order.
2. I/We also hereby agree to abide by the Various Conditions of LOA/PO and to carry out the work according to the Specifications for materials laid down by the RailTel for the present order.
3. A sum of Rs. _____ (Rupees _____) only through net banking or payment gate way RailTel may forfeit the full value of Earnest Money deposit (EMD) without prejudice to any other rights or remedies if,
 - a. I/We withdraw or modify the offer within validity period or do not deposit the PG (Performance Guarantee) as mentioned in Clause 4.15 (Chapter-4), after issue of LOA/Purchase Order, or
 - b. I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready, or
 - c. I/We do not commence the work within 15 days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

CONTRACTOR (S) ADDRESS

Date

SIGNATURE OF WITNESS

- 1.
- 2.

CHAPTER-2

SCHEDULE OF REQUIREMENTS & PRICE BID**A. Schedule of requirements/ Estimated Cost:**

S. No.	Description of work	One Time Charges (OTC) (Incl. GST) (Rs.)	Annual hiring charges (Incl. GST) (Rs.)	Period of service	Total Amount (OTC + one-year annual hiring charges) (Incl. GST) (Rs.)
1.	Hiring of Point-to-Point lease line Bandwidth of 5 Gbps between: (A) Kolkata and (B) Imphal	2,36,000.00	43,66,000	1 Year	46,02,000.00
Estimated Total charges (Including GST)					46,02,000.00

B. **Price Bid:** The Bidder has **to quote their rates** in the below mentioned Price Bid:

S. No.	Description of work	One Time Charges (OTC)		Annual hiring charges	
		Estimated cost (Incl. GST) (Rs.)	Rate quoted	Estimated cost (Incl. GST) (Rs.)	Rate quoted
1.	Hiring of Point-to-Point lease line Bandwidth of 5 Gbps between: (A) Kolkata and (B) Imphal	2,36,000.00	_____% above/ Below/ at par	43,66,000.00	_____% above/ Below/ at par

(Rate to be quoted in eNvida portal only)

1.1 Prices to be offered against SOR above should be including GST.

1.2 The Purchase Order/ contract shall be valid for the period of one year from the date of Commissioning of Links. Hiring period may be extended by one year if RailTel desires, on same Terms & Conditions and Rates.

Chapter – 3

Scope of Work & Technical Specification

1. Technical Requirement Specifications:

1.1 Lease Line Bandwidth:

- a. RailTel Corporation of India Limited is a Central Govt. Public-Sector Enterprise under the Ministry of Railways, Government of India, is a national telecom Bidder having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fibre network.
- b. The Tenderer has to setup a Managed Lease Line P2P links with specified BW at the locations of given in the SOR.
- c. It's the bidder's responsibility to make the link up and operational with SLA as 99.5% for that necessary monitoring tools needs to be provided. Bandwidth utilization & link up / down status needs to be shown with a proper tool.
- d. Bidder needs to provide a Web Access Tool for monitoring the link. Also, bidder should provide monthly/quarterly report about link up/down status.
- f. The Tenderer has to set up P2P Lease Line links with specified Band Width as detailed below:

Sl. No.	Location A	Location B	Bandwidth	Capacity of the dropping point
1	Kolkata	Imphal	5 Gbps	10G (ETH)

- (i) The bidder has to provide all the equipment required on this network till termination point at both the locations. The equipment shall remain service provider's property and should be replaced in case of failure as and when it occurs.
- (ii) RailTel has its IT team for monitoring and liasioning with service provider for network related issues. The IT team will be single point of contact with the Bidder [Service Provider] NOC team for all service-related issues. The Bidder [Service Provider] has to provide details of one contact person for each location, with whom the customer can follow-up in case of emergencies.

1.2 Site Preparation and Installation

Not used

2.1 Service Description and Delivery

2.1.1 The bidder will have to deliver uncompressed of 5Gbps capacity from Kolkata to Imphal.

2.1.2 Bidder shall also submit the details of their POIs Locations at the above connectivity points or its nearest location. In case bidder is delivering LLBW from its co-located POI Location, the

rack space, power supply, fiber extension, cross connection, permissions etc. shall be provided by bidder at no additional cost to RailTel.

2.3. Quality of Service

The bidder shall enter into an agreement with RailTel for providing the Service Level Guarantee. As the Lease line is being procured as last delivery of RailTel’s customer, it is expected that the SLA will be met with absolute care and that RailTel gets the desired level of service.

2.4 Throughput

The bidder shall guarantee the desired. (Full duplex) port throughput on 5 Gbps (as applicable) interface on 24*7 basis. The guaranteed through put on ports should be indicated.

2.5 Packet Loss and Latency

These parameters shall be measured by computing the percent packet loss of 1000 pings of sixty-four (64) bytes response. At any point of time during the contract period, the packet loss shall be less than 1%. This packet loss will be measured from RailTel's NMS to the monitoring IPs shall be less than 80 msec.

Note: Bidder has to provide monitoring tool for measuring latency

2.6 Services Availability and Penalty

2.6.1 The bidder is supposed to provide reliable & un-compressed Lease Line connectivity.

2.6.2 The bidder must sign a Services Level Agreement (SLA) to provide minimum services availability of 99.5%. The availability of the link shall be computed on monthly basis and the uptime shall be computed on monthly basis If link is down for more than one hour continuously, then outage time will be counted as double the actual downtime for calculation of SLA for the month for that Link.

2.6.3 The penalties will be governed as per Table below.

2.6.4 The following penalties will be imposed in case of violation of SLA:

Table

Service Parameter	Service Level	Penalties
Link availability	Greater than or equal to 99.5%	NIL
	Between 99.5% and 98%	5%
	Between 98% and 97%	7.5%
	Between 97% and 96%	10%

	Between 96% to 94%	15%
	Between 94% to 92%	20%
	Between 92% to 90%	25%
	Less than 90%	Monthly rental will be waived off for the quarter

Notes:

Calculation of uptime: -

The link availability in terms of % uptime is calculated as below and then rounded upto two decimal places:

$$\% \text{uptime} = \frac{(\text{No of Days in month} \times 24 \text{ hours} \times 60 \text{ min}) - \text{Valid link downtime} \times 100}{(\text{No of Days in month} \times 24 \text{ hours} \times 60 \text{ min})}$$

2.7 The network availability computation for the individual links will be provided by RailTel NOC.

Note:

- Availability shall be calculated on monthly basis.
- Preventive maintenance is to be carried out on mutually agreed time.
- No. of days in the month will be calculated as per the no. of days in a calendar month.
- The downtime will be measured on monthly basis.
- BIDDER shall check each component under the respective SOR, installed at the sites at least once in a month.
- The SLA breach penalty will be applicable proportionately on the selected bidder

If there is a dispute between service provider and RailTel regarding link availability / down time the record available at RailTel NOC will be treated as final.

RailTel reserves the right to terminate the contract prematurely SLA violations of the highest order happen for any of the parameters i.e. Link Availability consequently in two successive months. The performance guarantee would be en-cashed/forfeited in such cases.

2.8 UNIT PRICE:

There are two components for each individual link OTC and ARC. Both should be quoted by tenderer for the link but evaluation will be on the basis of Total charges quoted.

2.9 Support:

Details of the customer support contact points and procedure for registration of complaints shall be provided by the bidder. The same must also be included in the draft SLA. The bidder shall clearly specify the details of its obligations and support proposed to be provided to RailTel during currency of the contract. An SLA shall be signed soon after issue of the purchase order.

2.10 Other Conditions

2.10.1 Not used

2.10.2 Not used

2.10.3 The bidder shall make all arrangements for testing and commissioning of link connectivity. The leased circuit will be kept for 48 hours of trouble-free operation after which the circuit shall be deemed to be commissioned. The date and time of commissioning shall be jointly signed by representative of authorized signatories.

2.10.4 RailTel officials will have the right to inspect the bidder's premises at local as well as remote ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice.

2.10.5 Mechanism for logging of complaints related to connectivity problems at any point of time during the 24x7 basis service period including contact details of NOC engineers like telephone numbers, name, e-mail, fax, address etc. shall be submitted to RailTel.

2.10.6 Any scheduled maintenance activity required to be carried in the network which would affect RailTel's services would be intimated 3 working days in advance and must be carried out between 02:00 to 06:00 hr. windows of Indian Standard Time (IST).

2.10.7 The service provider would provide mechanism, to RailTel, to measure and monitor the SLA parameters.

2.10.8 The tenderer shall appoint a dedicated Technical Manager for handling all queries/complaints related to this proposal. She/he shall be the future single point of contact for RailTel during the period of agreement. The details of the Technical Manager shall be mentioned in the proposal.

2.10.9 The escalation process must be easy & well defined. Escalation matrix should be submitted along with the offer.

CHAPTER -4

A. COMMERCIAL TERMS & CONDITIONS

4.1 **Background:**

RailTel Corporation of India Limited, Public Sector Enterprise, is a Category “A” ISP. RailTel is a NLD operator & have high-capacity OFC Network covering important cities across India. It has established as state-of-the-art pan India MPLS base IP network and SDH network covering important cities.

RailTel intends to hire P2P Bandwidth from Kolkata to Imphal For this purpose, RailTel intends to place order for hiring of P2P Bandwidth.

4.2. **Eligibility Criteria:**

Not used

4.3. **Technical Literature and Brochure**

One set of detailed technical literature shall be submitted in English along with the bid. The literature shall contain detailed specifications and information about all the modules of the service. The technical literature will be used to compare the specifications of the offered services vis-à-vis the required specification mentioned in this tender.

4.4 **Limitation of Liability:**

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by the applicable law:

- a) The supplier shall not be liable to the purchaser, whether in the contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the purchaser. and
- b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4.5 **Submission of Proposals:**

The proposals shall be submitted in SINGLE packet system i.e. technical proposal and Price Bid for hiring of P2P Bandwidth.

- a) **Technical Bid:** Should contain Earnest Money Deposit (EMD), Cost of tender document submitted through net banking or payment gate way only, and complete technical proposal and shall duly signed/digitally signed and submitted through e-Nivida portal.

It should include technical proposal with full details including description of hardware/equipment and services so as to enable technical assessment of the proposal.

This shall also include a categorical clause wise compliance statement. The technical bid must be submitted in a structured manner. The technical bid should comprise of the following in that order:

- i) A letter of authority duly signed by an authorized signatory.
 - ii) A brief covering the technical specifications completely (i.e. executive summary). This must mention about the network on which RailTel's network will be terminated through the provider's network. A connectivity diagram of the same should be shown as well.
 - iii) Technical documentation i.e. Product brochures, leaflets, manual etc.
 - iv) Delivery and implementation schedule.
 - v) Compliance of the tender document with details of deviations, if any. In case of no deviation, the deviation sheet must be crossed with NIL diagonally. The deviation sheet format is at Annexure 'A'.
 - vi) TENDER DOCUMENT: Duly signed & stamped /digitally signed and all the pages of the Tender Document.
- b) **Price bid** shall contain the prices and other commercial conditions for the entire proposal. The prices shall be quoted as per the price format given in the tender document. The price should be including GST. The rate quoted shall include all other charges. P2P bandwidth is to be provisioned.
- c) Bids not containing complete information/documents in their offer will be rejected.

4.6 **Earnest Money Deposit (EMD):**

4.6.1 The tenderer shall submit Earnest Money Deposit as per clause 4.5.

4.6.2 Any bid not accomplished with Earnest Money Deposit shall be summarily rejected.

4.6.3 RailTel may forfeit the Earnest Money Deposit (EMD) if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish Performance Guarantee (Security Deposit) in accordance with clause 4.15.

4.6.4 Deleted

4.6.5 **Micro and Small Enterprises (MSEs):**

Not used

4.7 **Validity of Contract**

4.7.1 Validity of Contract will be for one year from the date of Commissioning of Link, If RailTel desires, extendable up to one year on same terms & conditions and rates.

4.8 **Clarifications**

In case the bidder requires any clarification regarding the tender document it shall be sent through e-mail to ghanashyam.singh@railtelindia.com with copy to

pdjames@railtelindia.com and hard copy to RailTel/ER Regional Office. Clarification request shall be submitted 7 (seven) days before last date of submission of the tender.

4.9 **Rejection and Return of Bids**

RailTel can reject any or all of the bids as per requirement of RailTel. The documentation submitted by the bidder shall not be returned. RailTel at its sole discretion, may not award any order under the present tender. RailTel shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard. If a bidder gives wrong information in their bid, RailTel can reject such bid at any stage or to cancel the contract if already awarded, Performance Bank Guarantee/ Security Deposit encashed/ forfeited.

Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

If, a bidder has a relation or relations employed in RailTel, the authority inviting the bids shall be informed of the fact along with the offer, failing which RailTel, at its sole discretion, may reject the bid or encash the contract Performance Guarantee/ Security Deposit.

4.10 **Evaluation Process**

4.10.1 The purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.

4.10.2 The bidder has to submit the bid containing technical and Price bid in one packet through eNivida portal.

4.10.3 The tender will be evaluated based on the tender conditions.

4.10.4 RailTel may discharge the tender at any stage without assigning any reason.

4.11 **Contract**

4.11.1. After completion of the selection process, RailTel will enter in to a contract with the selected bidder. The final contract would be in a format as follows and the following documents would be included as part of the final contract.

- i) This Tender Document.
- ii) The bidder's proposal in response to this tender and clarifications made in course of the evaluation including all Annexure and supporting documents.
- iii) An implementation plan identifying the tasks to be completed, the assigned responsibilities and the schedules competition dates.

4.12 **Unsatisfactory Performance**

RailTel shall have the sole and discretionary right to assess performance of the Point-to-Point link supplied by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the system(s) provided by the bidder, in part or in its entirety, without

needing to offer any explanation to the bidder, either during the pre and/or post test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of Para 4.15 below.

4.13 **Award of Contract**

A letter of LOA/ Purchase Order will be issued in writing by RailTel to the successful bidder(s) on the rates agreed and agreement signed with the bidder(s) for hiring of Lease Line Bandwidth. RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding.

4.14 **Installation and Acceptance**

The bandwidth must be provided in full as per ordered specification. Testing and acceptance will be done at nodes where the bandwidth is provided. RailTel would reject the bid if it is not conforming to the approved specification. No payment will be made by the rejected items. Any delay in delivery and installation will result in the bidder being liable for damages as per clause.

4.15 **Security Deposit/ Performance Guarantee:**

The successful tenderer shall submit 10% on full contractual value including GST towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled bank within 30 days of issue of purchase order for due fulfillment of contract 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 issuance of LOA/PO till the receipt of PG.

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.

Note:

- 1) 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.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".
- 4) No Interest on Performance Security

The security deposit/ Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable

from the successful tenderer. Payment of Security Deposit in the form of Pay Order/ Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Kolkata only. The claim period for submitted PBG should be one year from the date of expiry.

4.16 **Payment Terms & Paying Authority**

Payment against hiring charges shall be made by Principal Executive Director of RailTel Eastern Region, to the selected bidder quarterly after submission of the PG and its confirmation. Payment against one time charges will made end of the 1st quarter. All the invoices shall be submitted to the office of Regional Principal Executive Director, RailTel Corporation of India Ltd., Kolkata for verifications and processing of payment.

Bill passing authority for the supplies under SOR is Principal Executive Director and paying authority is GM/Finance of Eastern Region.

The payment against annual hiring charges will be made quarterly basis after acceptance of the service, reconciliation of bandwidth usage and SLA computation and impact on quarterly payment if any.

4.17 **Taxes & Duties**

- 4.17.1 Prices should be including GST. However applicable GST, should be indicated separately and shall be paid.
- 4.17.2 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of taxes & duties like import, custom, Anti-Dumping including CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 4.17.3 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.17.4 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.17.5 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.17.6 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.17.7 Tenderer shall quote rates including GST, but there shall be breakup of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective

HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

- 4.17.8 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.17.9 In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 4.17.10 The imposition of any new tax and/ or increase /in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder .The bidder shall, within a period of 30day so the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition ,together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/ payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

4.18 Termination Clause:

- 4.18.1 Either party i. e. RailTel or the bidder can terminate the service agreement by giving one month's notice in advance to the other party. In case, the bidder stops service without notice, RailTel has the right to encash the PG. In case the Quality of Service (QoS) is persistently below the agreed upon levels, the contract can be terminated by RailTel by giving 7 days' notice in writing and encasing the PG. A bidder whose order is terminated on quality ground, shall not be eligible for participate in such BW procurement tenders of RailTel for a period of one year from the effective date of termination.
- 4.18.2 The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part:
 - a. If the contractor fails to deliver any or all of the service within the time period(s) specified in the contract.
 - b. If the contractor fails to perform any other obligation(s) under the contract; and
 - c. If the contractor, in either of the above circumstances(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 4.18.3. **RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**
 - a. The Contractor shall have no claim to compensation for any loss sustained by him/her by reason of his/her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the job or the performance

of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the user shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

b. Whenever the contract is terminated, the contractor will be barred from participating in RailTel/Eastern Region's future Tenders for the period of 1 (one) year from the date of Termination.

4.19 **Monitoring Tools:**

The bidder shall provide monitoring tools that should provide & reports that should provide availability & utilization of subject capacity from carriers point. The bidders must also provide the method for verifying the other SLAs parameters.

4.20 **Settlement of Disputes and Arbitration:**

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

4.21 **Disclaimer:**

This tender document is not an offer by RailTel, but an invitation for bidder response. No contractual obligation whatsoever shall arise from the tender document process until a rate contract is signed with the bidder.

4.22 **Confidentially:**

This document contains information confidential and propriety to RailTel. Additionally, the

bidder will be exposed by virtue of contracted to internal business information of RailTel. Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, pre-mature termination of the contract and or legal action against the bidder for breach of trust.

No news release, public announcement, or any other reference to this TENDER DOCUMENT or any program there under shall be made without written consent from RailTel.

All information pertaining to this TENDER DOCUMENT and the current operations, capabilities, products and clients of RailTel which the bidder may learn as a result of preparation of a response to this TENDER DOCUMENT, or in the course of any ultimate contract negotiation, is propriety and confidential information.

4.23 **Liabilities of RailTel**

The tender document is not an offer by RailTel, but an invitation for bidder responses. No contractual obligation whatsoever on behalf of RailTel shall arise from the tender document process unless and until a formal contract is signed and executed by duly authorized officers of RailTel and the bidder(s).

4.24 **Proposal Process Management**

RailTel would to accept, reject any or all proposals, to revise the tender document, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses incurred while participating in the tender document and subsequent presentations, demonstrations and trials, and contract negotiation process.

4.25 **Authorization to Bid**

Responses by a bidder to this tender document should represent a firm offer to contract on the terms and conditions described in the bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of offer commitment with the accompanying signature of the official and submit the copy of power of attorney/authority letter authorizing the signatory to sign the bid.

4.26 **Intellectual Property**

Deleted.

4.27 **Delivery and Installation**

The bidder shall be responsible for delivery of the requisite P2P Bandwidth including installation and commissioning of CPEs at the sites specified in the purchase order and for making them fully operational at no additional charge within the time period (20 days) or the duration committed by the bidder, whichever is earlier. If the bidder fails to deliver and/or

install the requisite equipment's within the stipulated time schedule or by the date as extended by RailTel, it will be construed as a breach of contract and suitable liquidated damages will be levied as described in section 4.28.

4.28 Liquidated Damages

If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by RailTel, RailTel will recover damages from the bidder @ 0.5 % of the value of the undelivered part of the Purchase Order for each week of delay subject to maximum 10%.

4.29 Change of Ownership of firm:

In the event of the bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with RailTel shall be passed on for compliance to the new company in the negotiation for their transfer.

4.30 Credential Verification:

Not used

4.31 Force Majeure:

Force majeure shall mean –

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

Chapter – 5

INSTRUCTIONS TO THE BIDDERS

5.1. Offer Letter:

- 5.1.1 The bidder shall complete the Offer Letter (Chapter-1) and the Price Schedule furnished in the bid document, indicating the services to be provided, associated technical literature, quantity and prices etc.

5.2 Instructions for Tender Document to the tenderer

- a. Offer form, tender schedule, and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d. Tenderers are requested to go through the Scope of work & Technical Specification, Commercial Terms & Conditions, Instructions to Bidders, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

5.3 Earnest Money Deposit (EMD):

The tenderer shall submit Earnest Money Deposit as per Clause 4.5. of Chapter-4.

5.4 Security Deposit/Performance Bank Guarantee:

- 5.4.1 The successful tenderer shall submit 10% of contract value detailed in the Purchase Order towards Performance Guarantee/ security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract within 30 days of issue of purchase order failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of LOA/APO/SPO till the date of submission of PG.
- i) Security Deposit/ Performance Bank Guarantee of 10% of total value of the Purchase Order/LOA is required to be submitted within 30 days of issue of PO/LOA. The PBG should be valid for a period 3 months beyond warranty period to cover validity of Purchase Order, delivery period and warranty period. The claim period for submitted PBG should be one year from the date of expiry.
 - ii) The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

- 1) 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.
- 2) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

4) No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

5.5 Fax Quotations & Late Tenders:

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

5.6 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. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

Complete Tender documents duly signed & stamped / on each page/ digitally signed as a token of acceptance should be submitted.

5.7 Rate, Taxes and Duties: -

5.7.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/ SGST/ IGST/ GST, Freight and insurance charges up to destination, applicable for each unit tendered.

5.7.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

5.7.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

5.8 In case of imported equipment– Deleted

5.9 The tenderers are to indicate the Income-Tax PAN/GSTIN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

5.10 **Validity:** Tenderers are to keep validity of their offer open for a minimum period of 60 days. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

5.11 **Evaluation Criteria:**

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. Evaluation will be done SOR wise.
- ii) Inter-se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, freight, insurance and any other charge or cost quoted by the tenderer, including CGST, SGST, IGST, GST payable on reverse charge by RailTel, wherever applicable as per prevailing rules.

Note: RailTel may discharge the tender at any stage without assigning any reason.

5.12 Not used

5.13 **Compliance & Deviation statements:**

Compliance statement for acceptance of the technical requirements (Chapter-3) and Commercial Terms & Conditions, Commercial Terms & Conditions (Chapter-4) shall be enclosed by the tenderer with the offer along with the technical literature other material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter- wise and Clause- wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

5.14 **Tenderer's Comments:**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

5.15 **Tax deducted at Source:**

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

5.16 **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 communicated to the vendors by e-mail. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

5.17 **Ambiguity:**

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

5.18 **Bid submission & Opening**

5.18.1 Cost of tender document & EMD should be submitted with the Bids. Bids without EMD and cost of tender document will be summarily rejected.

5.18.2 The bid should be submitted with all the required documents and Annexures mentioned in the tender along with supporting documents shall be uploaded in eNivida portal. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Power of attorney/authority letter in favour of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder before issuance of PO.
2. Complete Tender documents duly signed & stamped on each page/digitally signed as token of acceptance should be submitted.
3. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
4. Cost breakup of price indicating Basic rate, CGST/SGST/IGST, etc. Chapter 2.
5. MSE/NSIC certificate – Not used

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

5.18.3 The tenderer's bids will be opened at the time & date of opening of the tender given in tender notice at RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091. in the presence of such Tenderers/Representatives who choose to be present.

CHAPTER-6

E-tendering Instructions to Bidders

6.0 **GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 5 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>

6.1 **GUIDELINES FOR REGISTRATION:**

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

on e-tender portal.

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

6.2 **SEARCHING FOR TENDER DOCUMENTS:**

9. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
10. 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.

6.3 **PREPARATION OF BIDS:**

11. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
12. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
13. 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.
14. 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.
15. 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.

6.4 **SUBMISSION OF BIDS:**

- 6.4.1 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.

- 6.4.2 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.
- 6.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 6.4.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6.4.5 The server time (which is displayed on the bidders’ dash board will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6.4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.4.7 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.
- 6.4.8 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.
- 6.5 **For any clarification in using eNivida Portal:**
- 6.5.1 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.
- 6.5.2 Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

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

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

(End of Chapter- 6)

CHAPTER - 7

Form No.1

**PROFORMA FOR PERFORMANCE BANK GURANTEE
(On Stamp Paper of requisite value)**

(To be used by approved Scheduled Banks applicable for more than Rs. 5 Lacs)

In consideration of the RailTel Corporation of India Limited. 19th Floor, Aurora Water Front Building, GN. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt.....
 (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or 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.

1. We, 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 is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.only.
2. We, 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, 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We,..... (Indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

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

Dated the.....day of 2023 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.

AGREEMENT

(CA No. _____ for the work of “Hiring of Point-to-Point 5Gbps lease line Bandwidth from Kolkata to Imphal for RailTel Corporation of India Limited, Eastern Region”

This AGREEMENT is made at _____ on this ____ day of _____ two thousand and Twenty Three, 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 Regional Office at 19th Floor, Aurora Water Front Building, GN. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 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.

Where as in response to a call for Tender by RailTel for the work of “Hiring of Point-to-Point 5Gbps lease line Bandwidth from Kolkata to Imphal for RailTel Corporation of India Limited, 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 Point-to-Point 5 Gbps lease line Bandwidth from Kolkata to Imphal for RailTel Corporation of India Limited, 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.

Form No. 3

General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
19th Floor, Aurora Water Front Building, GN. 34/1,
Block GN, Sector-V, Salt Lake City,
Bidhannagar, Kolkata-700091

Sub.: Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for Online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

1.	Beneficiary Name	: M/s
2.	Beneficiary Address:	:
3.	PAN No.	:
4.	GSTIN (list)	:
5.	Name of Bank	:
6.	Bank A/c No.	:
7.	Bank Branch Address	:
8.	Branch Id Code:	:
9.	Current Account No.	:
10.	RTGS / IFSC Code	:
11.	NEFT/ IFSC Code	:
12.	MICR no.	:

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For **Verified above Bank Particulars for Online payments**

Authorized Signatory

Bank's Authorized Signatory

Annexure 'A'

Deviation Sheet Format

Clause No.	Deviation Details

Annexure – ‘B’

Srl. No.	Chapter No.	Page No.	Clause/Sub Clause No.	Clause Description	Query

(Soft copy also to be submitted in Excel format)

Signature with seal of the tenderer

Chapter – 8
CHECK LIST (To be filled up)

S No.	Have you submitted the following documents?	Submitted/ Complied or Not	Page No./ Ref. No. of offer
1	Complete tender documents duly signed & stamped/ digitally signed in token of acceptance (Clause No. 4.5)		
2	Earnest Money Deposit (EMD) & Cost of Tender Document		
3	Deviation Statement, if any, (Chapter wise and Clause wise)		
4	Compliance statement if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
5.	Cost breakup of price indicating Basic rate, CGST/SGST/IGST etc. Chapter 2.		

....END of Tender Document....