



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

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

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

RAILTEL CORPORATION OF INDIA LIMITED

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

(CIN: U64202 DL 2000GOI107905)

19th Floor, Aurora Waterfront Building,

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

Salt Lake City, Kolkata – 700 091

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

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए असम और पूर्वोत्तर राज्यों (अरुणाचल प्रदेश, मणिपुर, मेघालय, नागालैंड और त्रिपुरा) में विभिन्न ग्राहक स्थानों की लास्ट माइल कनेक्टिविटी के लिए डार्क फाइबर लिंक की किराये पर लेना”

के काम के लिए

इलेक्ट्रॉनिक निविदा दस्तावेज

ELECTRONIC TENDER DOCUMENT

For the work of

“Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region”

खुली ई-निविदा सं. (Open e- Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt.
19.07.2024

खोलने की तिथि (Date of opening): 12.08.2024

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

INDEX

This document has the following four Chapters Seven Parts and Five Chapters:

Chapter/Part	Content	Page No.
	Notice Inviting Tender	3 - 5
Chapter-1,1A	e-Tendering Instructions to Bidders	6 – 11
Chapter-2	Additional Instructions to Bidders	12 – 14
Chapter -3	Schedule of Requirements	15 – 16
Chapter - 4	Bid Data Sheet	17 - 18
Part-1	Invitation of bid	19 – 20
Part-2	Disclaimer	21
Part-3	Preamble	22 – 44
Part-4A & 4B	Special conditions of contract Pt. I & Pt.II	45 – 59
Part-5	Requirement, specification, bid form and other Formats	60 – 92
Part-6	Price Bid	93
Chapter - 5	Instructions to Tenderers and General Conditions of Contract	94 - 100
Part - 7	Check List	101

(This tender document consists of 101 pages)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

RAILTEL CORPORATION OF INDIA LTD.,

(A Govt. India Undertaking) Eastern Region.

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

ई-निविदा संख्या (e-Tender No.) RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

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

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र "रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए असम और पूर्वोत्तर राज्यों (अरुणाचल प्रदेश, मणिपुर, मेघालय, नागालैंड और त्रिपुरा) में विभिन्न ग्राहक स्थानों की लास्ट माइल कनेक्टिविटी के लिए डार्क फाइबर लिंक की किराये पर लेना" के लिए सिद्ध अनुभव वाले स्थापित ठेकेदारों से दो पैकेट सिंगल स्टेज सिस्टम में खुली ई-बोली आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open e- Bids in two packet single stage system from established contractors with proven experience for "Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region".

विवरण इस प्रकार हैं:

The details are as under:

a)	ई-निविदा प्रकाशन की तिथि Date of publishing of e- Tender	19.07.2024
b)	निविदा डाउनलोड करने की प्रारंभ तिथि Start Date for downloading the Tender	19.07.2024 at 17:00 hrs.
c)	दस्तावेज़ डाउनलोड की अंतिम तिथि/समय Document download end date/time	12.08.2024 at 14:00 hrs.
d)	ई-बोली जमा करने की आरंभ तिथि e-bid submission start date	19.07.2024
e)	ई-बोली जमा करने की अंतिम तिथि Closing date for Submission of e-Bids	12.08.2024 up to 14:00 hrs. (Online)
f)	ई-बोलियां खोलने की तिथि Date of opening of e-Bids	12.08.2024 at 14:30 hrs. (Online)
g)	प्रस्तावों की वैधता Validity of offers	60 days from date of opening of tender
h)	लिंकों को चालू करने की समयावधि Time period for commissioning of the links	60 days from the date of issue of PO.
i)	ओएफसी किराये पर लेने की अवधि Period of OFC hiring	3 years from the date of issue of LoA/Purchase Order
j)	TReDS सुविधा उपलब्ध है? TReDS feature available?	Yes, on m1xchange portal (url: https://www.m1xchange.com)

Tender No.	Total No. of Links	Estimated Hiring Charges for 03 (three) Years (Incl. GST) (Rs.)	Cost of Tender Document (Incl. GST) (Rs.)	Earnest Money Deposit (EMD) (Rs.)
RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024	209	5,82,79,656.34	2,950.00	11,66,000.00

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

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

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

और अधिक विवरण के लिए निविदा दस्तावेज 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:

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

These exemptions shall be applicable provided Tenderer registered with UDYAM.

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

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

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

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

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

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

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

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

Chapter – 1

e-Tendering Instructions to Bidders

INSTRUCTIONS TO THE BIDDERS

1. General

These are the Special Instructions to the Bidders for Tendering.

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

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

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

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

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

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

2. Submission of the bid:

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

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

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

- i. Completed Offer Letter.
- ii. Signed Copy of Tender Document/ Corrigenda
- iii. E-receipt of EMD
- iv. E-receipt of Tender fee.
- v. Power of attorney
- vi. Notarised Affidavit
- vii. 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.
- viii. Bid Security Declaration (If bidder is claiming exemption under MSE clause)

- 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.

4. Attendance of Representatives for Tender Opening:

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

5. Addenda / Corrigenda:

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

6. Bid submission and Opening date:

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

7. Submission of offline documents:

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

- a. **Power of Attorney/Autorization.**
- b. **Affidavit as per Annexure-A**
- c. **Bid Security Declaration (In case of MSEs)**

8. "Financial Bid": Only Financial Bid in the Excel format downloaded from the eNivida Portal.

9. Queries/Clarifications:

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

Reply of relevant queries/ clarifications sought will be replied to the concerned bidder/ uploaded in eNivida portal as applicable.

Clarifications sought should be submitted in the following format:

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

CHAPTER-1A

E-tendering Instructions to Bidders

1.0 **GENERAL:**

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

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

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

2.0 **GUIDELINES FOR REGISTRATION:**

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

3.0 **SEARCHING FOR TENDER DOCUMENTS:**

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

the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.0 **PREPARATION OF BIDS:**

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

5 **SUBMISSION OF BIDS:**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking

“Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit 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:

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

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

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

Chapter - 2

ADDITIONAL INSTRUCTIONS TO BIDDERS

2.1 Verification of documents and Certification: -

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

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

- a) The RailTel reserves the right to verify all statements, information and documents submitted by bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

2.2 Period of validity of Bids: -

2.2.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period as detailed below:

60 days from date of opening of tender

A bid valid for a shorter period shall be rejected by purchaser as non-responsive.

2.2.2 In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may have confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.

Annexure-A

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY e-TENDERER ALONG WITH THE TENDER DOCUMENTS

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

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

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

1. I/We the tenderer(s) am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from portal <https://railtel.enivida.com>. I/we have verified the content of the document from the website and there is no addition no deletion or no alternation to be content of the tender documents. In case of any discrepancy noticed at any stage i.e. evaluation of Tenders, execution of work or final payment of the contract, the master copy available with the RailTel administration shall be final and binding upon me/us.
4. I/we declare and clarify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture the EMD besides banning of business for five years on entire RailTel. Further, I/we (Insert name of the tenderer) ** _____ and all my/our constituents understand that my/ our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, It will lead to termination of the contract, along with forfeiture of EMD/SD and performance guaranty besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/we above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** The details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

Chapter – 3

SCHEDULE OF REQUIREMENT

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

Name of Work: Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region.

Srl. No.	Description of work	No. of Links	Hiring charges for 3 years (Incl. GST) (Rs.)
1.	Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region	209	5,82,79,656.34

Note:

1. The successful bidder should survey the route for cable laying taking in consideration the maintenance of fibre links for initially 3 years and extendable for another 2 years; the bidder has to provide dark fibre links as per details given in Annexure–5.10(a) to 5.10(f) in route with least distance between end points. Payment will be made on the basis of accepted dark fiber length.
2. Bidder has to quote for all the links in the states of Assam, Arunachal Pradesh, Manipur, Meghalaya, Nagaland and Tripura as per details given in Annexure - 5.10(a) to 5.10(f). No partial quote is acceptable.
3. The successful bidder has to deliver all the links (link details given in Annexure - 5.10(a) to 5.10(f). RailTel may terminate the contract if the successful bidder fails to deliver all the links within 60 days from the date of issue of the PO/Work Order.
4. Cable length: The actual length of the OFC cable as per the OTDR report to be submitted after the commissioning of link. Cable length shall not exceed 5% more than the route length. Payment will be made on the basis of accepted fiber length hired. Total claim of paymernt shall not exceed the accepted cost. Unit rate of fibere hiring will be arrived from the total accepted cost.
5. After establishing the link, the successful tenderer shall submit the link commissioning certificate with GIS coordinates of both ends of the links as per Annexure-5.9.
6. Bidder should have 24 X7 helpdesk for fault management. Details of NOC personnel with contact details should be provided.
7. The estimated costs indicated above are including GST (as applicable).
8. Discounting factor @5% for each additional after 2 years on the rate of the previous year for the working links will be applicable for the commissioned link/links. For example, if the accepted rate of hiring of one pair of dark fibre for a link is Rs. 1,000/- per /annum, then the applicable rate first for 2 years shall be @ Rs.1,000/- per annum, for 3rd year the rate shall be Rs. 950/-, (5% discount on Rs.1,000), if the contract is extended further one year (for 4th year), then rate applicable for the extended 4th year shall be Rs. 902.50/-, (5% discount on Rs. 950), if the

contract is extended further one year for 5th year, then the rate applicable shall be Rs. 857.38 and so on.

9. RailTel may place order for additional links up to 125% of the order links if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 125% to 140% will be with 2% rebate, the variation of quantity above 140% to 150% with 4% rebate and beyond 150% after negotiation by a committee at the same terms and conditions to the Service Provider. If any link is not required by customer, then the link will be surrendered by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.

10. For any additional link required during the contract period within the above states for new/existing customer delivery, the bidder should provide the link within 21 days after confirmation by RailTel, failing which the said link will be arranged through other LMC service provider at full risk and cost of the bidder, the recovery of additional expenditure if any shall be done from quarterly bill of the bidder.

11. The contract will be treated as RC for the additional LMC requirement for the addition/modification of new links, which will be operated through the above variation clause.

12. Any deviations in the tender should be clearly brought out in the bid with justification. The Principal Executive Director reserves the right to accept or reject these deviations and his decision there on shall be final.

Chapter – 4

BID DATA SHEET

Reference	Description
Notice Inviting Tender (Page-3 of 107)	<u>Name of work:</u> Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region
Eligibility Criteria	Please Refer (Part -3, Clause- 3.2)
Tender notice	Last date of submission (online): Date: 12.08.2024, Time: 14:00 hrs. Date of opening of tender (online): Date: 12.08.2024, Time: 14:30 hrs. Public Online Tender Opening Event (TOE) through e-Tendering portal of eNivida.
Venue	RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091.
Part-1, Invitation of Bid clause 1.2 & Chapter- 2, Cause-2.1	The successful bidder has to: (a) Commission fibre links within 60 days of award of work in all the states. (b) They have to provide separate fibre maintenance teams for each 100-150 Km. section during the entire contract period, documentary evidence of such team and their Equipment, tools and vehicle should be submitted. <u>Validity of bids:</u> 60 days from date of opening of tender In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiture of the EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid. (Tender Notice, Chapter-2) <u>Documents and Certification:</u> Each of documents/certificates in support of credentials uploaded in e-tendering portal by the tenderer shall be digitally signed by the tenderer or authorized representative of the tendering firm. Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual.

	Standard format of the affidavit to be submitted by the bidder is Enclosed as Annexure-A (Chapter -2). Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self- attested by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is Concerned.
Performance Guarantee (Part--3, Clause- 3.27)	Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid for 39 (36+3) months, within 30 days from the date of issue of Purchase Order/letter of acceptance. The amount of PBG will be 10% of the total 3 years hiring charges including GST. The PBG shall be submitted as per terms and conditions given in clause No. 3.27, Format of Performance Bank Guarantee is enclosed in Annexure- 5.5.
Duration of contract	Please refer (Part --3, Clause- 3.4)
Queries/ Clarifications (Chapter-1, Clause 3.4)	Clarification Requests: Last date of Submission of Queries/ Clarifications: 02.08.2024

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

The scope of work includes the following:

- a. To provide one pair of Optical Fibre (dark fibre) links for Railtel Customers in the States of Asaam, Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura as per the details enclosed in Annexure-5.10 (a) to (f) and maintain the links as per the committed uptime indicated in the tender document.
- b. If the Customer's point of connectivity is shifted to new location within the area in which Service provider is providing OFC connectivity, then the Service Provider has to establish the link from the new locations (as per the requirement) in route with least distance between end points. Hiring charges for the new links created will be paid as per OTDR report multiplied by the accepted rate of the section. RailTel will not pay any link shifting charges.
- c. 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 RailTel Customer, then the link will be surrendered by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.
- d. For any additional link required during the contract period within the above states for new/existing customer delivery, the bidder should provide the link within 21 days after confirmation by RailTel, failing which the said link will be arranged through other LMC service provider at full risk and cost of the bidder, the recovery of additional expenditure if any shall be deducted from quarterly bill of the bidder.
- e. The contract will be treated as RC for the additional LMC requirement for addition/modification of new links, which will be operated through the above variation clause. Discounting time line will be started based on the date of implementation.
- f. Surrendering/ adding of any link may happen depending on customer requirements. The necessary decrease/increase of RKM will be amended accordingly.

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.

The successful bidder has to:

- (a) Commission fibre links within 60 days of award of work in all the states.
- (b) They have to provide separate fibre maintenance teams for each 100-150 Km. section during the entire contract period, documentary evidence of such team and their Equipment, tools and vehicle should be submitted. For efficient round the clock maintenance support, the maintenance team shall reside in within the jurisdiction of the area for which work is awarded.

1.3 **Tender Terminology**

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

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

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

PART- 2

DISCLAIMER

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of the RailTel, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender document is neither an agreement nor an offer and is only an invitation by the RailTel to the interested parties for the submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice. RailTel makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. RailTel may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officials of the RailTel with the selected Bidder.

PART 3
PREAMBLE

Table of Clauses

Claus eNo.	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
3.15	Period of Validity of bid
3.16	Variation in Quantity
3.17	Format of Bid
3.18	Last date and time for submission of bid
3.19	Modification Withdrawal of Bids
3.20	Opening of bids by RailTel
3.21	Preliminary Evaluation
3.22	Evaluation of Bids
3.23	Contacting RailTel
3.24	Award Criteria
3.25	RailTel's right to accept Any Bid and to reject any or All Bids
3.26	Notification of award
3.27	Contract Performance Bank Guarantee
3.28	Signing of Contract
3.29	Miscellaneous

3.1 **Broad Scope of work:**

- 3.1.1 The scope of the work is “Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region” as per the details furnished below and maintain the links as per the committed uptime indicated in the document.

Sl. No.	Description of work	No. of links	Estimated hiring charges for 3 Years (Incl. GST) (Rs.)
1	Provision of Last Mile connectivity of different customer locations within the state Assam as per link details given in Annexure – 5.10 (a) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	88	2,71,90,163.40
2	Provision of Last Mile connectivity of different customer locations within the state Arunachal Pradesh as per link details given in Annexure – 5.10 (b) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	9	50,67,691.32
3	Provision of Last Mile connectivity of different customer locations within the state Manipur as per link details given in Annexure – 5.10 (c) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	35	83,32,495.81
4	Provision of Last Mile connectivity of different customer locations within the state Meghalaya as per link details given in Annexure – 5.10 (d) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	15	26,82,154.02
5	Provision of Last Mile connectivity of different customer locations within the state Nagaland as per link details are given in Annexure – 5.10 (e) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	12	38,65,137.06
6	Provision of Last Mile connectivity of different customer locations within the state of Tripura as per link details given in Annexure – 5.10 (f) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	50	1,11,42,014.73
	Total amount for 3 years including GST in Rs. (considering 5% discounted rate for 3rd year)	209	5,82,79,656.34

Note:

1. The successful bidder should survey the route for cable laying taking in consideration the maintenance of fibre links for initially 3 years and extendable for another 2 years; the bidder has to provide dark fibre links as per details given in Annexure–5.10(a) to 5.10(f) in route with least distance between end points.

2. Bidder has to quote for all the links in the states of Assam, Arunachal Pradesh, Manipur, Meghalaya, Nagaland and Tripura as per details given in Annexure - 5.10(a) to 5.10(f). No partial quote is acceptable.

3. The successful bidder has to deliver all the links (link details given in Annexure - 5.10(a) to 5.10(f). RailTel may terminate the contract if the successful bidder fails to deliver all the links within 60 days from the date of issue of the PO/Work Order.
 4. Cable length: The actual length of the OFC cable as per the OTDR report to be submitted after the commissioning of links.
 5. After establishing the link, the successful tenderer shall submit the link commissioning certificate with GIS coordinates of both ends of the links as per Annexure-5.9.
 6. Bidder should have 24 X7 helpdesk for fault management. Details of NOC personnel with contact details should be provided.
 7. The estimated costs indicated above are including GST (as applicable).
 8. Discounting factor @5% for each additional after 2 years on the rate of the previous year for the working links will be applicable for the commissioned link/links. For example, if the accepted rate of hiring of one pair of dark fibre for a link is Rs. 1,000/- per annum, then the applicable rate first for 2 years shall be @ Rs.1,000/- per annum, for 3rd year the rate shall be Rs. 950/-, (5% discount on Rs.1,000), if the contract is extended further one year (for 4th year), then rate applicable for the extended 4th year shall be Rs. 902.50/-, (5% discount on Rs. 950), if the contract is extended further one year for 5th year, then the rate applicable shall be Rs. 857.38 and so on.
 9. RailTel may place order for additional links up to 125% of the order links if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 125% to 140% will be with 2% rebate, the variation of quantity above 140% to 150% with 4% rebate and beyond 150% after negotiation by a committee at the same terms and conditions to the Service Provider. If any link is not required by customer, then the link will be surrendered by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.
 10. For any additional link required during the contract period within the above states for new/existing customer delivery, the bidder should provide the link within 21 days after confirmation by RailTel, failing which the said link will be arranged through other LMC service provider at full risk and cost of the bidder, the recovery of additional expenditure if any shall be done from quarterly bill of the bidder.
 11. The contract will be treated as RC for the additional LMC requirement for the addition/modification of new links, which will be operated through the above variation clause.
 12. Any deviations in the tender should be clearly brought out in the bid with justification. The Principal Executive Director reserves the right to accept or reject these deviations and his decision there on shall be final.
- 3.1.2 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.
 - 3.1.3 One pair of Fibre shall be terminated on A End to B End (indicated in Annexure - 5.10 a/b/c/d/e/f) with proper quality of termination box and the required type of pigtail. If required by RailTel, the end points may be changed as per the requirement during the execution of work.
 - 3.1.4 Maintenance of cable: The vendor shall endeavor to comprehensive maintenance of dark fibre on the links provided by the vendor for 99% up time on quarterly basis, with the exemption of Force Majeure, planned outages, period of link is switched off.

- 3.1.5 **Cable length:** Estimated approx. length of each link has to be provided by the bidder as per Annexure – 5.10 a/b/c/d/e/f. The successful bidder shall survey the route for cable construction, taking in consideration of maintenance of fibre links for 3 years and provide dark fibre links as per details given Annexure –5.10(a/b/c/d/e/f) in route with least distance between end points. The cost of survey shall include in the rate quoted.
- 3.1.6 Deleted
- 3.1.7 The maximum allowed OFC cable loop (reserve for maintenance) is 5% of the route length.
- 3.1.8 After establishing the link, tenderer shall submit route map with GIS co-ordinates duly signed by the RailTel work-in-charge before submission of 1st invoice for the tender.
- 3.1.9 If the length of the fibre accepted by RailTel is less than the ordered qty., then the order will be revised with accepted qty.
- 3.1.10 Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
- 3.1.11 Testing: OTDR testing of the cable shall be done with the presence of Engineer of RailTel and report shall be signed by both the contractor and the RailTel's Engineer and the original copy of the report along with OTDR Trace shall be submitted for RailTel for record.
- 3.1.12 Help Desk: The contractor shall communicate the customer interaction/ Helpdesk Customer Care/ E-mail/ FAX on 24x7 basis for report of any un-serviceability and follow-up. A docket number need to be issued to RailTel by the customer interaction service centre at once the fault is reported to them.
- 3.1.13 The vendor shall communicate a fault reporting escalation matrix to ensure timely restoration of links if any fault occurs.
- 3.1.14 Vendor shall ensure the committed up-time of 99% of the link on quarterly basis with the exemptions of Force Majeure, planned outages, period of link is switched off, Power failure.
- 3.1.15 Vendor shall visit the area where links are to be provided before submission of offer to understand terrain, geographical area to ascertain the efforts involved in establishment, maintenance of fibre links.
- 3.1.16 Deleted.
- 3.1.17 The responsibility of the bidder for managing the connectivity shall be from active device from 'A' End to 'B' End, provided by RailTel at the end Points of Presence most cases at Customer Locations. Laying of cables up to the device and maintenance of the dark fibre links with the required availability shall be the responsibility of the bidder.
- 3.1.18 All clearances, wherever required, in respect of the laying/drawl of OFC cable through underground or overhead using existing poles, structures, erection of new poles by the vendor at their own expenses from any government/local/ state, statutory bodies etc. like panchayat municipality, are the responsibility of the bidder.
- 3.1.19 The bidder can share end to end infrastructure with third parties with the permission from RailTel, but the responsibility of SLA, confidentiality etc. rests with the bidder.
- 3.1.20 The Purchase Orders/Work Order (POs) for each link (as per Annexure 5.10 a/b/c/d/e/f) shall be issued by the RailTel Corporation of India Ltd., Eastern Region and the payments shall also be made by the PO issuing authority.
- 3.1.21 The successful bidder has to commission the fibre links of all states within 60 days from date of issue of PO/Work Order. The links required to make a Customer premises equipment live, shall be commissioned at sites specified by the RailTel in the LOI/POs, ASAP. However, for the purpose of delayed commissioning penalty, the penalty clause will also be operative per purchase order.

- 3.1.22 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:
- 3.1.23 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than ten days before the expiry of the date fixed for completion of the works.
- 3.1.24 If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of RailTel's employees or by other Contractor employed by the RailTel these conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration` or in consequences of the Contractor not having received in due time necessary instructions from the RailTel for which he shall have specially applied in writing to the Engineer or his authorized representative then, upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forwarded to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally in the original contract itself.
- 3.1.25 In the event of any failure or delay by the RailTel to hand over the Contractor permission necessary for the execution of the works or to give the necessary notice to commence the works or instructions or any other delay caused by the RailTel due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore but in any such case, the RailTel may grant such extension or extensions of the completion date as may be considered reasonable.
- 3.1.26 **Extension of time for delay due to Contractor** – The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Force Majeure clause 4A.14, penalty shall be applicable in terms of clause 4A.12.
- 3.1.27 For each links, an "Link Commissioning Certificate" as per Annexure-- 5.9 indicating the date of testing, OTDR Trace, Power meter Reading from both ends, route map with GIS co-ordinates shall be signed jointly by the representatives of the bidder and RailTel official after the bidder intimates that a link is ready.
- Tests and results depicting that the link complies with Network Performance parameters specified at Annexure-5.4 "SLA Terms & Conditions"
- 3.1.28 Acceptance tests will be conducted by RailTel at its premises or its Network Operations Centre (NOC). The date of successful commissioning of the link shall be the "Start date for billing".
- 3.1.29 The date of successful commissioning of the last link of the link will be the start date for calculation of rentals etc.
- 3.1.30 The connectivity cost of the fibre links (including OFC cable, Termination box, pigtail/ patch cord clamping and fixing material for cable) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform for all locations during the entire tenure of the contract.

- 3.1.31 Maintenance and upkeep of all links provided by bidder shall be the responsibility of the bidder and shall, particularly preventive maintenance, Customer & RailTel shall have no responsibility for any damage to the cable laid by the bidder.
- 3.1.32 If vendor finds that connectivity is not through from A end to B end of any link, vendor has to fix the issue by sending his maintenance team to concerned area. During the site visit, if the maintenance team finds that CP Equipment is malfunctioning/down states, the vendor has to escalate the matter to RailTel NOC to a pre designated email ID provided by RailTel to the vendor.
- 3.1.33 Bidder shall maintain the connectivity at each location on 24*7 basis and shall rectify the defect by pro-active monitoring of the fibre links so as to maintain the required Service Level Agreement (SLA) objective. In cases of complaint lodges, e-mail, phone number etc. with the designated officials of the bidder, should also be available. Bidder has to provide the call registration process and escalation matrix. The bidder shall issue a unique number identifying the complaint lodged by RailTel irrespective of the mode used.
- 3.1.34 The Bidder shall provide link-wise uptime on quarterly basis in the form of a report.
- 3.1.35 During the tenure of the contract or till fibre link is being used, the bidders shall bear all the operational costs associated with link commissioned.
- 3.1.36 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- 3.1.37 Bidder shall ensure sufficient storage spare OFC cable retrenching tools cable clamping/fixing material, proper quality fibre Jointing box, termination box etc. for efficient maintenance of the OFC cable links. In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate qty. of spare cable and consumables and 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 RailTel Customer depending on the availability of secure places at their premises. The selected bidder will have to make their own arrangements for storing the spares in case the RailTel Customer is unable to provide the required space.
- 3.1.38 Vendor shall deploy one maintenance team for each 100-150 Km. section, with minimum manpower and equipment as follows:
1. Splicer, 1 No.
 2. Asstt. Splicer – 1 No.
 3. Helper - 1 No.
- The maintenance team shall have minimum the following equipment:
1. OTDR – 1 No.
 2. Fusion Splicing Machine with 2 cleavers – 1 Set
 3. Power Source and Power Meter -1 No.
 4. OFC splicing tool kit – 1 No.
 5. Aerial OFC cable – 300 mtr.
- The contact details of the Maintenance Team shall be shared with RailTel. The Maintenance Team should be easily reachable.
- 3.1.39 Bidder has to maintain proper and updated documentation of the network (including the physical and logical setup at each site of the Customer, an incident register, master database of all sites under the scope of this Tender etc.) at a central location throughout the contract period in the prescribed format as specified by RailTel, which will be shared with selected vendors.

The successful bidder shall provide the following:

An official Responsible as a single point of contact for any escalations

Committed delivery on the service rollout front.

Ensure committed delivery on the network uptime front.

Ensure that the timelines are met in a smooth fashion

Ensure compliance of the Contract and SLAs through supervising the performance of other personnel of the Bidder involved in service deliveries etc.

Single point of contact for any information sought by the RailTel.

Managing/Supervising timely resolution of escalations/tickets

Responsible for all technical issues concerning the network.

Single point of contact for all technical queries and fault resolution.

Shall have the primary responsibility of ensuring a smooth network functioning and downtime.

- 3.1.40 Additionally, the bidder will provide the following setup for compliance with SLAs It will be the responsibility of the bidder to submit monthly SLA reports & Exception Reports to RailTel including the downtime penalty calculations. However, if there is any difference/dispute in SLA/down time with the records of RailTel NOC, final decision in this regard will be taken by RailTel Administration.
- 3.1.41 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- 3.1.42 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.
- 3.1.43 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.
- 3.1.44 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.
- 3.1.45 RailTel shall only pay the quarterly rentals for hired dark fibre links, and no additional cost shall be paid to the bidder including (but not limited to) the cost incurred by the bidder for the maintenance of equipment/devices used by the bidder under this Tender testing, repairs to the equipment/replacements (even when the factors are beyond the control of the vendor) etc.
- 3.1.46 If the Customer site/ location is shifted and connectivity required at new location, vendor has to shift the link at new location from any nearest PoP. RailTel will not provide any shifting charges where shifting is requested. If shifting to the new site is not possible due to non-feasibility or due to any reason, the link will be surrendered. If fiber length is increased/decreased due to shifting of location, length will be taken as actual and will be modified as per the variation clause.
- 3.1.47 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.48 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of RailTel:
- a) In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the RailTel and to any new contractor engaged by the RailTel, for the smooth switch over and continuity of the Services.
 - b) In the event of failure of the Service Provider to render the Service, without prejudice to any other right the RailTel shall have as per this Agreement, RailTel at its sole discretion may make alternative arrangements for getting the Services from any other source. If the RailTel gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the RailTel in availing such

services from the alternative source.

3.2 **Eligibility Criteria**

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

The successful bidder has to: -

(a) Commission fibre links within 60 days of award of work in all the states.

(b) They have to provide separate fibre maintenance teams and maintenance tools for each 100-150 Km. section during the entire contract period.

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

3.2.2 **Qualifying Criteria:**

Sl. No.	Technical Qualifying Criteria	Documentary proof required (to be uploaded)
1.	Bidder/JV/Consortium should own at least 1000 RKM of OFC as on the date of inviting of tender.	Documentary evidence/ Undertaking on Bidder/JV/Consortium Letterhead
2.	Bidder/JV/Consortium should have IP1 license and more than 5 years experience in providing IP1 services.	Valid IP-I registration certificate/ document shall be uploaded.
3.	Bidder/JV/Consortium should have FRT team at every 100-150 RKM	Documentary evidence of such team and their Equipment, tools and vehicle should be submitted
4.	Bidder/JV/Consortium should have 24 X7 helpdesk for fault management.	Details of NOC personnel with contact details should be provided
5.	Bidder/JV/Consortium 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 Annexure-5.7
6.	Bidder/JV/Consortium should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns.
7.	Bidder/JV/Consortium should have carried out following minimum 74 fiber links (35% of the links) dark fiber rent out for a period of 12 months during the three preceding Financial Years i.e., FY 2021-22, FY 2022-23, FY 2023-24 and the current financial year up to the date of inviting of tender:	Copy of PO/Contract Agreement with satisfactory user's certificate/ completion of the work from the client / other documentary proof for execution of work and maintaining minimum required No. of OFC cable links for a minimum period of 12 months.

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

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

	Financial Qualifying Criteria:	
a.	<p><u>For Other than Startups:</u></p> <p>The bidder/Consortium/JV should have cumulative turnover from operations during the preceding 3 financial years: FY 2021-22, FY 2022-23, FY 2023-24 and in the current financial year at least 150% (Rs.8,74,19,485/-) of advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	<p>Audited Balance Sheet for FY 2021-22, FY 2022-23 & FY 2023-24, for the current F.Y. 2024-25, statement of contract receipt received duly certified by CA should be submitted.</p>
b.	<p><u>For Startups:</u></p> <p>The bidder should have cumulative turnover from operations during the preceding 3 financial years: FY 2021-22, FY 2022-23, FY 2023-24 and in the current financial year up to the date of inviting of tender at least 50% (Rs.2,91,39,828/-) of advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	<p>Audited Balance Sheet for FY 2021-22, FY 2022-23 & FY 2023-24, for the current F.Y. 2024-25, statement of contract receipt received duly certified by CA should be submitted.</p>

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

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

3.3 **Offers by a Third-Party**

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

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

3.3.3 **Consortium Bids:**

- 3.3.3.1 In view of nature of work, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each Consortium of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.
- 3.3.3.2 The Lead bidder should meet the eligibility criteria. In their own interest the tenderers who form such a Consortium are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.
- 3.3.3.3 Consortia of tenderers, if any, must clearly define role/scope of store/work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.
- 3.3.3.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.
- 3.3.3.5 Consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.
- 3.3.3.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
- 3.3.3.7 Deleted.
- 3.3.3.8 Deleted.
- 3.3.3.9 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will stand summarily **REJECTED**.
- 3.3.3.10 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.
- 3.3.3.11 Firms should submit the affidavit (Annexure 5.13) & Consortium Agreement (Annexure-5.15) along with the bid/offer.
- 3.3.3.12 Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.

3.3.4 **Conditions for Participation of Joint Venture (JV) Firms**

- 3.3.4.1 Separate identity/name shall be given to the Joint Venture.
- 3.3.4.2 Number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

- 3.3.4.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 3.3.4.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 3.3.4.5 Earnest Money Deposit (EMD) shall be submitted by JV or authorized person of JV as mentioned in tender document.
- 3.3.4.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 3.3.4.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the submitted EMD shall be forfeited / action shall be taken as per bid security declaration.
- 3.3.4.8 Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 3.3.4.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.3.4.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 3.3.4.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the RailTel before signing the contract agreement for the contract. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated RailTel shall be entitled to take action as mentioned in EDM Declaration letter and to forfeit other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- a). Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the RailTel for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b). Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
 - c). Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

- 3.3.4.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 3.3.4.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.
- 3.3.4.14 Documents to be enclosed by the JV along with the tender:
- a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - i) A notarized copy of the Partnership Deed,
 - ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - b) In case one or more members is/are HUF, the following documents shall be enclosed:
 - i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of „Karta“ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - c) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - iii) A copy of Certificate of Incorporation
 - iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
 - d) All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
 - e) All other documents in terms of explanatory notes in clause 3.3.3.13 above.

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

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

(i) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

a) For Contracts without composite components

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

to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

b) For Contracts with composite components

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

OR

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

c. Note for Clause 3.3.4 (i)

1. The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.

2. Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

3.3.4(ii) Financial Eligibility Criteria:

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

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

3.3.5 Participation of Partnership Firms in contracts:

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of

the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from RailTel and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the RailTel and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited/action will be taken as per EMD declaration letter.

v) If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be **REJECTED** and action will be taken as per EMD declaration letter. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform RailTel beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 4B.29 of General Conditions of Contract.

vi) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

vii) The tender form shall be submitted only in the name of partnership firm. The EMD/EMD declaration letter (as applicable) shall be submitted by partnership firm as mentioned in tender document. The EMD/EMD declaration letter submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

viii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

ix) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

x) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

xi) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

xii) Joint and several liabilities:

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

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

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

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

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

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

A A notarized copy of partnership deed:

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

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

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

xvii) Evaluation of eligibility of a partnership firm:

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

3.4 **Duration of contract**

3.4.1 The contract shall be valid for a period 3 years from the date of issue of Purchase Order. If RailTel desires, the period of contract may be extended for further period of Two years. The rate applicable from the 3rd Year shall be 5% discount on the accepted rate of previous 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 no. 4B.29 of the tender document by forfeiting the security deposit/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 deposit/ Performance Guarantee, after serving 3 months' notice and the bidder will be barred to participate in similar work at RailTel/Eastern Region for a period of 12 months.

3.5 **Cost of Bidding:**

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

3.6 **Documents constituting the Tender:**

The Tender Document includes the following along with the amendments (if any):

- (a) Chapter 1, 1A – e-Tendering Instructions to Bidders
- (b) Chapter 2 – Additional Instructions to Bidders

- (c) Chapter 3 – Schedule of Requirement
- (d) Chapter 4 – Bid Data Sheet
- (e) Chapter 5 – Instructions to Tenderers and Conditions of Contract (GCC)
- (f) PART 1 – Invitation of Bid
- (g) PART 2 – Disclaimer
- (h) PART 3 – Preamble
- (i) PART 4A, 4B – Special Conditions of Contract
- (j) PART 5 – Requirement Specifications, Bid Forms and other formats
- (k) PART 6 – 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 eNivida e-tender portal and RailTel website only.
- 3.7.4 At any time prior to the deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment –will be uploaded in e-Nivida e-tender portal and RailTel website only.
- 3.7.5 In order to enable the bidders a reasonable time in which to take amendments into account in preparing the bids, RailTel, at its discretion, may extend the deadline for submission of bids. Such amendments will be uploaded in RailTel website.
- 3.7.6 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. RailTel will not take responsibility for any omissions by the bidder.

3.8 **Language of Bid**

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

3.9 **Documents Comprising the Bid**

- 3.9.1 Documents in the **Techno-commercial Proposal** should consists of the following:
 - a) A full detail of offered fibre link diagrams (showing all the links being offered)
 - b) Documents to fulfil Qualifying Criteria (Annexure-5.1)
 - c) Technical specifications (Annexure-5.2)
 - d) Copy of Offer Letter/Bid Form (Annexure-5.3)
 - e) Acceptance of SLA Terms, Maintenance and Support Services (Annexure -5.4)
 - f) Bidder's organization profile (Annexure-5.6)
 - g) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 3.2 of the Bidding document.

- 3.9.2 Tender document must be digitally signed and uploaded in e-tender portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender.
- 3.9.3 The above documents should be completed in accordance with the Tender and digitally signed by the authorized representative of the Bidder (authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- 3.9.4 The Techno-commercial Bid should be uploaded in e-tender portal.
- 3.9.5 The Techno-commercial Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
- 3.9.6 The Price quoted shall be "Including GST"

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

3.10.1 **Accepted Rate shall be applicable for the contract period of 3 years.**

Discounting factor @5% for each additional after 2 years on the rate of the previous year for the working links will be applicable for the commissioned link/links.

For example, if the accepted rate of hiring of one pair of dark fibre for a link is Rs. 1,000/- per annum, then the applicable rate first for 2 year shall be @ Rs.1,000/- per annum, for 3rd year the rate shall be Rs. 950/-, (5% discount on Rs.1,000), if the contract is extended further one year (for 4th year), then rate applicable for the extended 4th year shall be Rs. 902.50/-, (5% discount on Rs.950), if the contract is extended further one year for 5th year, then the rate applicable shall be Rs. 857.38 and so on.

Under this Tender, the successful tenderer shall provide Single Mode optical fibre (G 652D) one pair of dark fibre, with Transmission windows of 1310 nm. & 1550 nm. and shall be suitable for transmission of 1Gbps Band Width.

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

- 3.10.2 The price quoted shall be inclusive of all levies, license fees etc. any incidental expenses GST as applicable. The quoted prices should also include all other charges like packing/ forwarding/ freight/transit insurance, erection/ laying, termination etc. of the work.
- 3.10.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract for 3 years and shall not be subject to variation on any account, including exchange rate fluctuations, levies, license fee etc. (other than GST) by Central/State Government/ local bodies. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 3.11 **Delivery Schedule and Penalty for Delayed Deliveries**
- 3.11.1 The individual links have to be successfully commissioned at sites specified by RailTel in the PO, asap. However, for the purpose of penalty for delayed commissioning, penalty will be applicable on the number of sites which are not commissioned as per the target specified in this document.
- 3.11.2 The successful bidders shall provide connectivity for 100% of the locations under the scope. In other words, the vendor has to endeavor to make all ordered for locations feasible by expanding its reach/infrastructure, wherever necessary.
- 3.11.3 If the OFC link is not feasible at a given location, but due to any issue, work can be executed on getting permission from any authority, then date of communication regarding obtaining permission for will be deemed as the date of PO for the given site. However all to be other Tender terms will continue applicable.
- 3.11.4 In case of non-compliance with the above clauses, the RailTel would invoke the EMD/ Performance Guarantee, and consider other measures not limited to blacklisting the bidder.

- 3.11.5 In the event of the vendor not adhering to the timelines specified above, penalty as prescribed in clause 4A.12 shall be levied unless the site qualifies for any relaxation provided elsewhere in the Tender/Corrigendum.
- 3.11.6 'Site Survey', 'Commissioning Certificate' 'In Operations Certificate and 'Acceptance report for successful commissioning' must be maintained by the selected vendor for future reference like Penalty Calculation.
- 3.11.7 In the event of non-adherence to delivery schedule at any point of time, the RailTel also reserves the right to cancel the Purchase Order and forfeit the EMD (or PBG in case PBG is submitted), after due notice. In the event of such cancellation, the vendor is not entitled to any compensation.
- 3.11.8 The Purchase Order and all communication related to it shall be made by RailTel Corporation of India Ltd., Eastern Region. Correspondence should also be with the authority placing the purchase order.

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

- 3.12.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the RailTel's satisfaction:
- 3.12.2 Bidder should ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the fiber links proposed and maintenance during the contract period and provide necessary maintenance services.

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

- 3.13.1 The Bidder shall submit compliance to the technical specifications and it should be included in the Bid.
- 3.13.2 Any deviations from specifications should be clearly brought out in the bid.
- 3.13.3 The Bidder should quote for the entire package of 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:

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

If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at anytime prior to signing of Contract; or

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

- (a) to sign the Contract;
and/or
- (b) to furnish Performance Guarantee
and/or
- (c) to adhere to the delivery schedule stipulated

- 3.14.4 **For UDYAM registered firm** For Small Scale Units / Micro & Small Enterprises, with UDYAM

under Ministry of MSME and participating in this tender, following exemptions shall be available:

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

These exemptions shall be applicable provided Tenderer registered with UDYAM.

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

- (iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- (iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as "TRADING" "[For availing benefits of Priority Sector Lending]" Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.

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

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

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

3.15 Period of Validity of Bids

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

3.16 Variation in Quantity:

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

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

Upto +25% with no rebate.

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

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

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

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

3.17 Format of Bid

Each bid shall be in two parts: -

3.17.1 Techno-Commercial (as per clause 3.9 above)

3.17.2 Price Bid (as per clause 3.10 above)

3.17.3 The Techno-commercial part of the bid shall be uploaded in the technical part of the e-tender portal and price bid duly filled digitally signed and uploaded.

3.17.4 The Techno-commercial Bid shall be typed or written in indelible ink and shall be scanned, digitally signed and uploaded in the relevant sections of the e-tendering portal by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

3.17.5 The envelope with offline mode documents shall bear the name of the work: "Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region" & 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 Date & Time of Submission of Bids:

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

3.18.2 In the event of the specified date for opening of bids being declared a holiday for RailTel, the bids will be opened up to the appointed time on the next working day.

3.18.3 RailTel may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations RailTel and bidders previously subject to the deadline will thereafter be subject to the extended last date of submission.

3.19 Modification and withdrawal of Bids:

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

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

3.19.3 No Bid may be withdrawn in the interval between the Last date and time for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal

of a Bid during this interval may result in the Bidder's forfeiture of its EMD/PBG.

3.20 Opening of Bids by RailTel:

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

3.21 Preliminary Evaluation:

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

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

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

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

3.22 Evaluation of Bids:

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

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

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

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

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

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

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

3.23 Contacting RailTel

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

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

3.24 Award Criteria

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

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

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

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

3.26 Notification of Award

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

3.27 CONTRACT PERFORMANCE GUARANTEE:

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

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

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

Note:

A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

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

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

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

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

Mention the unique reference (RAILTEL6103) in field 7037.

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

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

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

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

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

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

- 4) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA)/Purchase Order has been issued, but before signing of the contract agreement. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG. extended to cover such time for completion of work plus 90 days with a claim period of 12 months ((time period between expiry date and claim date) on top of guarantee period.
- 5) The value of PBG to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 6) The Performance Bank Guarantee (PBG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 7) Wherever the contracts are rescinded, the Performance Bank Guarantee shall be en-cashed and the balance work should be got done separately.

3.28 Signing of Contract:

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

3.29 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 Tender intend to participate upload Document required. Bids are liable to be rejected if partial submission of bid.

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

Clause No.	Topic
4A.1	Definitions
4A.2	Use of Contract Documents and Information
4A.3	Country of Origin / Eligibility of Goods and Services
4A.4	Patent Rights/Intellectual Property Rights
4A.5	Inspection and Quality Control Tests
4A.6	Right to use defective product
4A.7	Payment terms
4A.8	Prices
4A.9	Contract Amendments
4A.10	Assignment
4A.11	Delays in the Vendor's Performance
4A.12	Liquidated Damages
4A.13	Termination of contract
4A.14	Force Majeure
4A.15	Termination for Insolvency
4A.16	Termination for Convenience
4A.17	Resolution of Disputes
4A.18	Applicable Law
4A.19	Addresses for Notices
4A.20	Taxes and Duties
4A.21	Vendor's obligations
4A.22	Updation of Labour data:

PART - 4A

SPECIAL CONDITIONS OF CONTRACT Pt.-I

4A.1 Definitions:

Please refer clause 1.3.

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

4A.2 Use of Contract Documents and Information

4A.2.1 The Supplier shall not, without the RailTel's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RailTel in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

4A.2.2 The Supplier will treat as confidential all data and information about the RailTel/RailTel's Customer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of RailTel.

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

4A.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

4A.3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4A.3.3 The Vendor shall not, without the RailTel's prior written consent, make use of any document or information except for purposes of performing the Contract.

4A.3.4 Any document, other than the Contract itself, shall remain the property of RailTel and shall be returned (in all copies) to RailTel on completion of the Vendor's performance under the Contract, if so required by RailTel.

4A.4 Patent Rights/Intellectual Property Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, license, Intellectual Property Rights, etc. arising from the use of the Goods or software or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and RailTel is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. RailTel will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify RailTel against all third party claims.

4A.5 Inspection and Quality Control Tests:

4A.5.1 RailTel reserves the right to carry inspection by a team of RailTel or demand a demonstration of the solution proposed on a representative model in Bidder's office. The contractor shall submit technical parameters of the OFC cable, approval shall be obtained before laying of cable.

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

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

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

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

4A.7 **Payment terms :**

A: For fibre hiring charges:

Payment (in Indian Rupees only) will be made strictly in accordance with the following schedule by RailTel, Eastern Region.

Quarterly rental Charges will be paid on completion of each quarter.

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

(a) Tax Invoice for the period of service;

(b) "Link Commissioning Certificate" (Format as per Annexure- 5.9) for all the links.

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

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

(d) SLA report for the billing period from RailTel's section in charge.

(e) After deployment of maintenance team for dark fibre maintenance with vehicle and tools & plants.

(f) Availability of the required manpower, equipment/tools & plants during the quarter for which bill is being submitted shall be certified by the section in-charge of RailTel.

(g) The vendor should raise their bills within 2 qtrs after issuing of Date of commissioning (DOC).

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.

Availability of the required manpower, equipment/tools & plants, during the quarter for which invoice is being submitted shall be certified by the section in-charge of RailTel and shall be enclosed with the invoice.

4A.8 **Prices:**

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in present levied taxes, duties, levies, charges, etc. (incl. GST). In other words, GST is payable as per applicable rates of the land.

4A.9 **Contract Amendments:** No variation in or modification of the terms of the contract shall be made, except by written amendment, signed by the parties.

- 4A.10 **Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with RailTel's prior written consent.
- 4A.11 **Delays in the Vendor's Performance:**
- 4A.11.1 Delivery, installation, commissioning of the dark fibre links and performance of Services shall be made by the Vendor within the timeline prescribed.
- 4A.11.2 If at any time during performance of the Contract, the Vendor 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.
- 4A.11.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 4A.12 **Liquidated Damages:**
- 4A.12.1 If the Vendor fails to deliver any or all of the links or perform the Services within the time period(s) specified in the Contract, RailTel may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price of undelivered service(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.
- 4A.12.2 Notwithstanding anything contrary contained herein or any other document made part of this agreement, the limitation of liability for direct damages, indirect and consequential damages, incidental, punitive, exemplary or special Losses; loss of data/programs, loss of profits or revenue, loss of anticipated savings and loss of goodwill will be up to the contract value, except in case of infringement.
- 4A.13 **Termination of contract:**
- Refer clause No. 29 Part -4B
- 4A.14 **Force Majeure:**
- 4A.14.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4A.14.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine/ lockdown restrictions, Pandemics/and freight embargoes, but shall not include any activity carried out by human beings or animals that results in cable damage or disruption of wireless/wired or other communication equipment provided or installed or owned by the Vendor or Vendor's service provider, or due to failure of power supply to any equipment, where such power supply was not the responsibility of RailTel.
- 4A.14.3 If a Force Majeure situation arises, the Vendor shall promptly notify RailTel in writing of such condition and the cause thereof. Unless otherwise directed by RailTel in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4A.15 **Termination for Insolvency:** RailTel may, at any time, terminate the Contract by giving written

notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

4A.16 **Termination for Convenience:** RailTel, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the RailTel's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4A.17 **Resolution of Disputes**

4A.17.1 RailTel and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4A.17.2 If RailTel and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below:

4A.17.3 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

4A.17.4 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

4A.17.5 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs.10 Lakhs. The arbitrator will be appointed by the Chief Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs.10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

4A.17.6 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4A.18 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at New Delhi

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

The following shall be the address of the RailTel and Vendor

RailTel's address for notice purposes:

Same as mentioned in the "Notice Inviting Tender (Page-3) Vendor's

address for notice purposes

A notice shall be effective when delivered or on effective date of the notice whichever is later.

Address for this purpose includes an email address. However, important email communication should be followed up with an alternative means of communication such as a letter.

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

- 4A.20.1 The Vendor will be entirely responsible for all applicable taxes like Central State Government levies, GST cess, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
- 4A.20.2 Income Taxes in India: The Vendor shall be liable to TDS (income tax) that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- 4A.20.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, accepted shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by accepted as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 4A.20.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

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

- 4A.21.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 4A.21.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done.
- 4A.21.3 The Vendor is obliged to work closely with the Customer's staff, act within its own authority and abide by directives issued by the RailTel and implementation activities.
- 4A.21.4 The Vendor will abide by the job safety measures prevalent in India and will free RailTel from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold RailTel responsible or obligated.
- 4A.21.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4A.21.6 The Vendor will treat as confidential all data and information about RailTel, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of RailTel.

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

- A. Contractor is to abide by the provisions of Payment of Wages Act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for one time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on quarterly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B.** “While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances’ or “Performance Guarantee/Security Deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at “www.shramikkalyan.indianrailways.gov.in” till _____Month_____ Year.”

PART-4B

SPECIAL CONDITIONS OF CONTRACT Pt.-II

INDEX

PARA SUBJECT

1. TENDER DOCUMENTS
2. AGREEMENT
3. CONTRACT PERFORMANCE GUARANTEE
4. CONTRACTOR'S OFFICE
5. PROGRAMME OF WORK.
6. COMPETENT SUPERVISORS
7. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC
8. STORES TO BE SUPPLIED BY CONTRACTOR
9. SPARES
10. QUALITY ASSURANCE
11. INSPECTION OF MAN, MACHINE & MATERIALS
12. SUBLETTING AND ASSIGNMENT
13. EXECUTION OF WORK
14. MAINTENANCE OF WORKS
15. CLEARANCE OF SITE
16. WARRANTY SUPPORT
17. INFRINGEMENT OF PATENTS
18. LABOUR LICENCE & COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS
19. DEFAULTS AND DELAYS
20. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS
21. CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES
22. UNIT PRICES
23. TERMS OF PAYMENTS
24. FINAL SETTLEMENT
25. TAXES
26. INSURANCE FOR WORKMEN & MATERIALS
27. FORCE MAJEURE CLAUSE
28. SETTLEMENT OF DISPUTE AND ARBITRATION
29. TERMINATION OF CONTRACT

PART - 4B**SPECIAL CONDITIONS OF CONTRACT Pt.-II****4B.1 TENDER DOCUMENTS**

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

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

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

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

4B.2 AGREEMENT

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

4B.3 CONTRACT PERFORMANCE GUARANTEE

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

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

4B.4 CONTRACTOR'S OFFICE

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

4B.5 PROGRAMME OF WORK

4B.5.1 The Contractor shall have necessary resources to execute the work/contract so that the entire work is commissioned within 60 days period as mentioned in the relevant para of preamble from the date of issue of Letter of Acceptance of the tender and provide service to Railtel for a period of 2 years and 6 months.

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

4B.5.3 The Contractor shall be held responsible for the execution of the work/contracts according to the

various clauses of the technical specifications, instructions/drawings etc. as per tender conditions. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.

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

4B.6 **COMPETENT SUPERVISORS**

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

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

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

4B.8 **STORES TO BE SUPPLIED BY CONTRACTOR**

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

4B.9 **SPARES**

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

4B.10 **QUALITY ASSURANCE**

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

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

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

4B.12 **SUBLETTING AND ASSIGNMENT**

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

4B.13 **EXECUTION OF WORK**

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

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

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

4B.15 **CLEARANCE OF SITE**

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

4B.16 WARRANTY

4B.16.1 All material supplied/used and the work done by the contractor shall be guaranteed for 24 months against the defective manufacture/workmanship, within warranty period from the date of rectification. The cost of work and material under warranty found to be defective will be recovered from the SD.

4B.17 INFRINGEMENT OF PATENTS:

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

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

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

4B.19 DEFAULTS AND DELAYS

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

4B.20 LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

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

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

- 4B.21.1 Whenever any claim or claims for payment arises out of or under the contract against the contractor, the Principal Executive Director or its representatives shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part thereof. The contractor shall be charged a penalty as defined in tender document.
- 4B.21.2 The Maximum Liability of contractor to any Loss/Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to 100% of Value of contract.

4B.22 UNIT PRICES

4B.22.1 The prices quoted by the Tenderer shall include the prices of Man, Machine & materials

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

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

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

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

4B.23 TERMS OF PAYMENT

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

4B.23.2 Even though the maintenance charges are worked out on a quarterly basis. The CONTRACTOR shall be paid once in two months the maintenance charges for two months period subject to submission of permanent restoration certificate (proforma -7) of fault occurred during the particular period jointly signed by RAILTEL & contractor representatives and on submission of test results of power, OTDR readings etc. as required by the terms of the contract to the satisfaction of the Engineer.

4B.23.3 Submission of bills within 15 days or by next week for previously completed two months is mandatory failing of which a penalty shall be charged as defined in tender document. Deduction from monthly maintenance charges if the Cumulative repair time of the faults in each billing period of consecutive two months exceeds by 2 hours or part thereof.

4B.23.4 The amount payable against the maintenance charges is dependent upon the Cumulative Repair Time taken by the Contractor for the restoration of all OFC link cut/faults occurred during each billing period of consecutive two months. Cumulative repair time does not include the down time taken for planned works like diversion of OFC, re-termination etc.

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

4B.23.6 GST related clauses:

- a. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, incl. GST (CGST, SGST, IGST, UTGST etc.). The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges
- b. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/ SGST/IGST/ UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- c. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- d. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- e. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- f. Tenderer shall quote basic rates, but there shall be break up all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- g. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

- h. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- i. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of the bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together 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.
- j. In case the successful tenderer is not liable to be registered under CGST/ IGST/UTGST/SGST act, the Railtel shall deduct the applicable GST from his/their bills under Reverse charge Mechanism (RCM) and deposit the same to the concerned Tax Authority.

4B.24 FINAL SETTLEMENT

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

4B.25 TAXES

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

4B.26 INSURANCE OF MATERIALS

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

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

4B.27 FORCE MAJEURE CLAUSE

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

4B.28 SETTLEMENT OF DISPUTE AND ARBITRATION

- 4B.28.1 Any dispute or difference what so ever 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 there of shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 4B.28.2 All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

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

4B.29.1 If the Contractor should:

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

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

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

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

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

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

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any Man, Machine & materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum

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

- (b) The Engineer shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the satisfactorily completion of work duly verified by RailTel representative. The Contractor shall have no claim to any payment of compensation or otherwise how sever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract.

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

Annexure No.	Topic
5.1	Eligibility Criteria
5.2	Technical Specifications
5.3	Offer Letter/Bid Form
5.4	SLA Terms and Conditions
5.5	Performance Bank Guarantee Format
5.6	Bidders Organization Profile
5.7	Declaration of Clean Track Record/ No Blacklisting
5.8	No Near- Relative Declaration and Certificates
5.9	Link Commissioning Certificate
5.10(a)	Dark Fibre Link Details for Assam state
5.10(b)	Dark Fibre Link Details for Arunachal Pradesh state
5.10(c)	Dark Fibre Link Details for Manipur state
5.10(d)	Dark Fibre Link Details for Meghalaya state
5.10(e)	Dark Fibre Link Details for Nagaland state
5.10(f)	Dark Fibre Link Details for Tripura state
5.11	Format of Contract Agreement
5.12	Format of Bid Security Declaration
5.13	Performa for affidavit by each consortium/jv member
5.14	Joint venture agreement/memorandum of agreement
5.15	Consortium agreement /memorandum of agreement

ANNEXURE – 5.1

Eligibility Criteria

Sl. No.	Technical Qualifying Criteria	Documentary proof required	Enclosed (Yes/No)	Page No.
1.	Bidder/JV/Consortium should own at least 1000 RKM of UG/OH laid OFC as on date of inviting of tender.	Documentary evidence/Undertaking on Bidder/JV/Consortium Letterhead		
2.	Bidder/JV/Consortium should have IP1 license and more than 5 years experience in providing IP1 services.	Valid IP-I registration certificate/ document shall be uploaded.		
3.	Bidder/JV/Consortium should have FRT team at every 100-150 RKM	Documentary evidence of such team and their Equipment, tools and vehicle should be submitted		
4.	Bidder/JV/Consortium should have 24 X7 helpdesk for fault management.	Details of NOC personnel with contact details should be provided		
5.	Bidder/JV/Consortium 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 Annexure-5.7		
6.	Bidder/JV/Consortium should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns.		
7.	Bidder/JV/Consortium should have carried out following minimum 74 fiber links (35% of the links) dark fiber rent out for a period of 12 months during the three preceding Financial Years i.e., F.Y. 2021-22, FY 2022-23, FY 2023-24 and the current financial year up to the date of inviting of tender:	Copy of PO/Contract Agreement with satisfactory user's certificate/ completion of the work from the client / other documentary proof for execution of work and maintaining minimum required links of OFC cable for a minimum period of 12 months.		

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

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

Sl. No.	Financial Qualifying Criteria	Documentary proof required	Enclosed (Yes/No)	Page No.
a.	<p><u>For Other than Startups:</u></p> <p>The bidder/Consortium/JV should have cumulative turnover from operations during the preceding 3 financial years: FY 2021-22, FY 2022-23, FY 2023-24 and in the current financial year at least 150% (Rs. 8,74,19,485/-) of advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	<p>Audited Balance Sheet for FY 2021-22, FY 2022-23 & FY 2023-24, for the current F.Y. 2024-25, statement of contract receipt received duly certified by CA should be submitted.</p>		
b.	<p><u>For Startups:</u></p> <p>The bidder should have cumulative turnover from operations during the preceding 3 financial years: FY 2021-22, FY 2022-23, FY 2023-24 and in the current financial year up to the date of inviting of tender at least 50% (Rs. 2,91,39,828/-) of advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	<p>Audited Balance Sheet for FY 2021-22, FY 2022-23 & FY 2023-24, for the current F.Y. 2024-25, statement of contract receipt received duly certified by CA should be submitted.</p>		

Signature of Tenderer with seal

ANNEXURE – 5.2

Technical Specification of OFC

Under this Tender, optical fibre links (dark fibre) shall be provided with one pair of 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 2 years. OFC cable termination box, Patchcord /pigtail used shall be of reputed make, as per industry standard.

Annexure 5.3

OFFER LETTER/BID FORM

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

Date: _____

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

Dear Sir,

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

We have examined the Tender, the receipt of which is hereby duly acknowledged and furnished by RailTel and we offer to provide one pair of dark fibre and maintain OFC cable for link on hired as per details enclosed at Annexure 5.10 (a to f) as per the terms and conditions spelt out in the Tender. We shall participate in the bid

2. While submitting this bid, we certify that:

The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.

Price bid submitted by us have been arrived at without agreement with any other Bidder of this Tender for the purpose of restricting competition.

The price bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this Tender.

We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

The rate quoted in the price bids for the solution is as per the Tender and subsequent pre-bid clarifications/ modifications/ revisions furnished by RailTel without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the Fibre links within the period specified in the Tender from the date of Purchase Order.

4. We agree to abide by the Bid and the rates quoted therein for the orders awarded RailTel up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, RailTel will have the right to disqualify us from the bid.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

Dated this day of.....2024

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

Duly authorized to sign Bid for and on behalf of

SIGNATURE OF WITNESS 1.
2.

ANNEXURE-5.4

SLA Terms and Conditions for Maintenance and Support Services

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

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

- a. and the payments shall also be made by the PO issuing authority.
- b. The rentals will be paid end of each quarter; SLA and penalty will be calculated on quarterly basis.

The **Bidder is required to ensure a minimum availability (Uptime) of 99% for the contracted link(s)**, on quarterly basis. In case, the quarterly availability falls below 99 % for a link, penalty would be imposed on the Bidder and the same would be deducted from the residual amount payable to the successful bidder.

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

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

Link Availability in %

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

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

SLA:

Uptime @ in a calendar Month	Penalty (% on monthly rental charges of the affected link)
More than 99%	Nil
Less than 99 %, more than or equal to 98 %	5%
Less than 98 %, more than or equal to 97 %	10%
Less than 97 %, more than or equal to 96 %	20%
Less than 96 %, more than or equal to 95 %	30%
Less than 95 %, more than or equal to 94 %	40%
Less than 94 %, more than or equal to 92.5 %	50%
Less than 92.5 %, more than or equal to 90 %	70% + RailTel reserves the right to surrender the link
Below 90 %	100%+ RailTel reserves the right to surrender the link

Note: In case of the link availability less than 90% in any month, 100% of the monthly rental will be deducted as penalty and also the link may be surrendered by RailTel.

- The Availability will be calculated for each individual links.
 - Availability shall be calculated on quarterly basis.
 - Preventive maintenance is to be carried out on as required as per tender conditions.
 - No. of days in the month will be calculated as per the no. of days in a calendar month.
 - The downtime will be measured on quarterly basis.
 - The system down time should not exceed 4 hours from the time at which the complaint was made. In case, the link is not restored within stipulated time, the RailTel may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the contractor.
 - Contractor shall check each component under the respective SOR, installed at the Customer premises & RailTel PoP at least once in a month.
 - The SLA breach penalty will be applicable proportionately on the selected contractor.
3. Bills submitted by the Vendor shall not be paid by the RailTel till compliance. In case even after withholding payments there is no improvement, RailTel may invoke at its discretion relevant clauses of the Tender Document.
 4. Penalty for not providing any other feature/facility and/or complying with term as per Tender Document. RailTel may stop the payment till the issue is resolved and/or may put a reasonable penalty on the vendor.
 5. The Vendor's maintenance personnel shall be given access to the network when necessary, for the purpose of performing the repair and maintenance services indicated in this Tender Document.
 6. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
 7. If in any month, the Vendor does not fulfill the provisions of clauses given above, only the proportionate charges for that period during the month will be considered payable by RailTel without prejudice to the right of RailTel to terminate the contract. If the Vendor has been credited without deducting the proportionate charges (as applicable) for that quarter, RailTel can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to RailTel on demand by RailTel.
 8. On account of any negligence, commission or omission by the engineers/resources of the Vendor and if any loss or damage caused to the equipment/solution, the Vendor shall indemnify/pay/reimburse the loss suffered by RailTel.

9. CONFIDENTIALITY:

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

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

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

11. Penalty to be imposed for the non-compliance/deficiencies:

S No.	Description of deficiencies	Penalty rate Excl. GST)
1	Absence of Splicer	Rs. 695/- per day
2	Absence of Asstt. Slicer	Rs. 577/- per day
3	Absence of Helper	Rs.494/- per day
	Note: If the person is under sanctioned leave, then it should be in knowledge of RailTel Engineer and contractor should deploy another person of same skill in place of absent person	
4	Non availability of vital equipment (Exclude Vehicle)	Rs. 455/- per day
5	Unavailability of communication with maintenance team	Rs.910/- per day

ANNEXURE-5.5

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

(To be stamped in accordance with stamp act)

(To be used by approved Indian Scheduled commercial banks (either Private or PSU) but not from any Cooperative banks or NBFC)

In consideration of the RailTel Corporation of India Limited 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No/PO No. dated made between RailTel Corporation of India Limited and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of.....Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, (name of Bank) and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding 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 onus in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

We,.... (name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance,

act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

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

Dated the day of.....2024

for
(Indicate the name of the Bank)

Witness:

Signature :
Name :

Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 90 days after the expiry of the service period and with the claim period of 12 months (time period between expiry date and claim date)

ANNEXURE-5.6

BIDDER'S ORGANIZATION PROFILE

Details of the Bidder:

- 1) Name of the Applicant
- 2) Nature of Entity (Individual/Firm/ Partnership Firm /Company)
- 3) Registration No. for Firm/Partnership Firm /CIN for Company
- 4) Company website URL
- 5) Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Address
 - d. Phone Number (Landline)
 - e. Mobile Number
 - f. Fax Number
 - g. Email Address

Dated this day of..... 2024 at.....

For and on behalf of.....

Authorized Signatory.....

Designation.....

ANNEXURE – 5.7

Declaration of Clean Track Record/ No Blacklisting

(To be submitted by Bidder on original letterhead)

To,

Date

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

Sub: Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

Sir,

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

Yours faithfully,

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

ANNEXURE - 5.8

NO NEAR- RELATIVE DECLARATION AND CERTIFICATES

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

I _____ son/ daughter/
 wife
 of Shri _____ Proprietor/
 Partner/ Director/ Authorized Signatory/ Representative of M/s. _____

(Name and address of the bidder) is competent to sign this declaration /certification and execute the tender document regarding "Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) 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)

1	Name of the work	:	
2	PO/ LOA No. and date	:	
3	Connectivity provided		
4	End A (with GPS Co-ordinates)		
5	End B (with GPS Co-ordinates)		
6	Link distance/ Route distance		mtr.
7	Fibre length (based on OTDR trace)	___	
8	Link loss	___	dB.
9	Route details		
10	Date of testing/ commissioning		

* Fibre length shall not exceed 5% more than the route length

Signature of RailTel's Engineer

Signature of the Contractor's Engineer

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

Signature of RailTel section in charge

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

ANNEXURE-5.10(a)**Optical Fibre Link Connectivity Requirement Details in the State of Assam**

SI No.	State	Link details	
		POINT A	POINT B
1	Assam	Agthori Railway Station RailTel PoP	Kamrup NIC, Kamrup District Unit, D.C. Office Complex, Amingaon, Guwahati (W/P)
2	Assam	Agthori Railway Station RailTel PoP	Kamrup NIC, Kamrup District Unit, D.C. Office Complex, Amingaon, Guwahati (P/P)
3	Assam	Silchar RailTel PoP	PGCIL PoP at Airtel Tower BSC Near Laxmi Motors, Chirukandi, Silchar
4	Assam	Jorhat RailTel PoP	NID Jorhat
5	Assam	RCIL Jalukbari POP	Nearest Joint Chamber near Sundorbari
6	Assam	RCIL Dekargaon POP	Sonitpur DHQ NIC
7	Assam	NIC Guwahati	CAG Beltola
8	Assam	RailTel Maligaon POP	Vodafone Idea Ltd., Gorchuk
9	Assam	NIC Dishpur	ASI Guwahati 1st route
10	Assam	NIC Dishpur	ASI Guwahati 2nd route
11	Assam	RailTel Maligaon PoP	Office of GGM/Electrical RVNL
12	Assam	RNY (Rangiya) Rly Stn	Dy. CE/Con/Rangiya
13	Assam	NIC POP	MSP POP GHY
14	Assam	RCIL Jorhat PoP	JIST, Jorhat (RFRI)
15	Assam	RailTel NMS Panbazar	Sify Panbazar
16	Assam	RailTel PoP Panbazar	NIC Dispur
17	Assam	RailTel PoP Panbazar	IDEA MSC, Ulubari
18	Assam	RailTel NMS Panbazar	Airtel MSC Sixmile via GS Road
19	Assam	Idea Bhangagarh	Central Bank Bhangagarh (link is running)
20	Assam	RailTel Panbazar	OIL Narangi (Jagi Road)
21	Assam	RailTel NMS Panbazar	Vodafone Gorchuk
22	Assam	RailTel Manhole Jorhat	NEIST Jorhat
23	Assam	Deputy Commissioner, Goalpara HQ	SBI Goalpara Bazar Branch, Goalpara
24	Assam	Azara RailTel PoP	National Research Centre Pig-NRCP GHY
25	Assam	NIRDPR, Guwahati PoP	Assam Agriculture University Faculty of Veterinary Science, Khanapara, Guwahati
26	Assam	GS Main Road	EPFO, Dishpur
27	Assam	Chargola OLT	CBI Chargola Bazar
28	Assam	Bangaonbamunigaon OLT	CBI Bangaonbamunigaon Camp
29	Assam	NIC Dispur	Deputy Director (Legal Metrology) RRSL (W/P)
30	Assam	NIC Dispur	Deputy Director (Legal Metrology) RRSL (P/P)
31	Assam	Sibsagar/Nearest RailTel PoP	Sibsagar NIC DHQ
32	Assam	RCIL Changsari PoP	AIIMS Guwahati (W/P)
33	Assam	RCIL Changsari PoP	AIIMS Guwahati (P/P)

34	Assam	RCIL Tinsukia POP	Airtel Tinsukia POP
35	Assam	RCIL Margherita POP	Airtel Margherita POP
36	Assam	RCIL Maligaon POP	Assam Science and Technology University Guwahati
37	Assam	RCIL Jalukbari POP	Assam Science and Technology University Guwahati
38	Assam	RCIL Jalukbari POP	Nearest Joint Cheamber near Sundorbari
39	Assam	RailTel CGS POP	NIPER Guwahati (W/P)
40	Assam	RailTel CGS POP	NIPER Guwahati (P/P)
41	Assam	RailTel MSP POP	ASSAC Guwahati
42	Assam	Guwahati NOC	ASSAC Guwahati
43	Assam	Bhojo/Nearest RailTel PoP	Charaideo NIC
44	Assam	Chabua RailTel PoP	Main Gate of Chabua Airforce Station (W/P)
45	Assam	Chabua RailTel PoP	Main Gate of Chabua Airforce Station (P/P)
46	Assam	Lahowal Rly Stn	Main Gate of Mohanbadi Airforce Station (W/P)
47	Assam	Lahowal Rly Stn	Main Gate of Mohanbadi Airforce Station (P/P)
48	Assam	Existing Joint Chamber at pole no 20/6-7	ONGC, Srikona, Silchar
49	Assam	Silchar RCIL PoP	ONGC, Srikona Silchar
50	Assam	Nearest Joint chamber of NKN, Dishpur	Assam Agriculture University, Khanapara via G.S Road
51	Assam	Joint near Tea Auction center or any nearest PoP advised by RCIL	ONGC/GHY
52	Assam	Hojai Railway Station PoP	VIL Hojai (W/P)
53	Assam	Diphu/Nearest RailTel PoP	Karbi Anglong (Diphu)(W/P)
54	Assam	Diphu/Nearest RailTel PoP	Karbi Anglong (Diphu)(P/P)
55	Assam	Tinsukia RCIL PoP	EPFO Tinsukia
56	Assam	Margarita OFC Room at Rly Stn.	NEC, Area Office
57	Assam	Margarita OFC Room at Rly Stn.	NEC, Central Hospital
58	Assam	NEC, Area Office	NEC, Central Hospital
59	Assam	Tikak Colliery Office	Tirap Colliery
60	Assam	Ledo Rly Station	Tikak Colliery Office
61	Assam	RCIL Karimganj POP	Karimganj NIC DHQ
62	Assam	Nearest Tapping Point/RailTel PoP	DSA, ONGC Sarupathar, Golaghat (W/P)
63	Assam	RCIL GHY NOC	RCIL GHY TM Office
64	Assam	GHY NOC	Airtel POP at Kedar Rd (W/P)
65	Assam	NKN GHY POP (NIC Diapur)	Kamrup Metro NIC (W/P)
66	Assam	NKN GHY POP (NIC Diapur)	Kamrup Metro NIC (P/P)
67	Assam	Electronics Test and Development Centre	Regional Science Centre, Guwahati
68	Assam	VNE/Nearest RailTel PoP	Bishwanath Chariali NIC DHQ
69	Assam	Hailakandi OLT/Nearest RailTel POP	Hailakandi NIC DHQ
70	Assam	NHLG/Nearest RCIL POP	North Cachar Hills NIC DHQ
71	Assam	Dhemaji RailTel PoP (W/P)	Dhemaji DHQ NIC
72	Assam	Dhemaji RailTel PoP (P/P)	Dhemaji DHQ NIC
73	Assam	Silapathar RailTel PoP	Silapathar Airtel PoP
74	Assam	Chargola OLT	CBI Chargola Bazar

75	Assam	Rly Stn. Langting	SBI Langting
76	Assam	Rly Stn. Maibong	SBI Maibong
77	Assam	Rly Stn. Mahur	SBI Mahur
78	Assam	NIC KXJ RCIL PoP	Sutarkandi Land Checkpost
79	Assam	RailTel Srirampur PoP	SBI Srirampur Branch
80	Assam	Sivsagar RailTel PoP	Assam Rajiv Gandhi University, Sivsagar
81	Assam	Sivsagar RailTel PoP	ONGC Sivsagar, Assam
82	Assam	Sivsagar/Nearest RailTel PoP	Sivsagar NIC DHQ
83	Assam	Golaghat OFC HUT	DC HQ Golaghat
84	Assam	Jorhat RailTel PoP (W/P)	CBI, Jorhat (W/P)
85	Assam	JTTN RailTel PoP (W/P)	Assam Agricultural University (W/P)
86	Assam	JTTN RailTel PoP (P/P)	Assam Agricultural University (P/P)
87	Assam	JTTN RailTel PoP	Jorhat Engineering College
88	Assam	SRTN RailTel PoP (P/P)	ONGC Sivsagar (P/P)

ANNEXURE-5.10(b)**Optical Fibre Link Connectivity Requirement Details in the State of Arunachal Pradesh**

SI No.	State	Link details	
		POINT A	POINT B
1	Arunachal	RCIL Pasighat POP	Airtel Pasighat POP (W/P)
2	Arunachal	RCIL Pasighat POP	Airtel Pasighat POP (P/P)
3	Arunachal	Naharlagun SDH	Tomo Riba State Hospital, Naharlagun (W/P)
4	Arunachal	Naharlagun SDH	Tomo Riba State Hospital, Naharlagun (P/P)
5	Arunachal	Harmoti Railway Station, Assam	Naharlagun Railway Station, Arunachal Pradesh
6	Arunachal	Harmoti Railway Station, Assam	Naharlagun Railway Station, Arunachal Pradesh
7	Arunachal	Gohpur Rly Stn., Assam	Itanagar DC Office, Arunachal Pradesh
8	Arunachal	Gohpur Rly Stn., Assam	Itanagar DC Office, Arunachal Pradesh
9	Arunachal	Gohpur Rly Stn., Assam	Naharlagun Midle School, Arunachal Pradesh

ANNEXURE-5.10(c)**Optical Fibre Link Connectivity Requirement Details in the State of Manipur**

SI No.	State	Link details	
		POINT A	POINT B
1	Manipur	Joint Chamber at THAU Ground	Manipur State Assembly
2	Manipur	RCIL POP Uripok	Airtel POP Uripok
3	Manipur	RCIL Eqpt. Room/Nearest USOF Chamber, Kakching	SBI Kakching Branch, Manipur
4	Manipur	LVA/LVE/001-Dokha Thang, Lanva	NIC Churachandpur, O/o the DC Churachandpur
5	Manipur	RailTel POP, Uripok Huidrom leikai, Imphal	NIC Imphal West (W/P) O/o the Deputy Commissioner Imphal West
6	Manipur	RailTel POP, Uripok Huidrom leikai, Imphal	NIC Imphal West (P/P) O/o the Deputy Commissioner Imphal West
7	Manipur	SBI Kangchup Geljang, Manipur	Manipur RCIL POP
8	Manipur	SBI Salbung Churachandpur	RCIL POP Churachandpur
9	Manipur	Airtel PoP Bishnupur	RCIL PoP Bishnupur
10	Manipur	RCIL PoP Bishnupur	NIC Bishnupur
11	Manipur	Airtel PoP Uripok	RCIL PoP Imphal
12	Manipur	LVA/LVE/001-Dokhan Thang, Lanva Vill, Churachandpur, Manipur	Nic Churachandpur
13	Manipur	Leimakhong Army Station	RCIL POP Lamsang, Imphal, Manipur
14	Manipur	SBI Salbung	RCIL PoP Moirang
15	Manipur	RCIL PoP Imphal/nearest USOF Chamber, Imphal	Airport, Imphal, Manipur
16	Manipur	RCIL POP Jiribam	Airtel POP Jiribam
17	Manipur	RCIL POP Jiribam	NIC (DC Office) Jiribam
18	Manipur	Manipur RailTel PoP	National Sports University (W/P)
19	Manipur	Manipur RailTel PoP	National Sports University (P/P)
20	Manipur	RCIL Imphal PoP	Ningthoukhong Substation
21	Manipur	RCIL POP Lamphel Imphal	Dy.CE/Con-1/IMPHAL
22	Manipur	RCIL Eqpt Room/ Nearest USOF Chamber	SBI Kangsang Br.(09990)
23	Manipur	RCIL Eqpt Room/ Nearest USOF Chamber	SBI Sugnu Br.(61134)
24	Manipur	RCIL Eqpt Room/ Nearest USOF Chamber	SBI Chakpikarong Br.(05834)
25	Manipur	RCIL Eqpt Room/ Nearest USOF Chamber	SBI ChandelBr.(04938)
26	Manipur	Airtel PoP Christian Vill, Chandel	NIC Chandel
27	Manipur	RailTel PoP Thoubal	NIC Thoubal, O.O the DC Thoubal
28	Manipur	RailTel nearest USOF Chamber, kakching	NIC, Kakching, O/O the DC Kakching
29	Manipur	RailTel PoP Uripok Huidrom Leikai Imphal	NIC New Secretariate Imphal
30	Manipur	RailTel PoP Uripok Huidrom Leikai Imphal	Airtel PoP Uripok Khaidem Leikai
31	Manipur	RCIL POP	Airtel Uripok POP in Imphal

32	Manipur	RCIL POP	Airtel Uripok POP in Imphal
33	Manipur	RCIL POP Lamphel Imphal	Dy.CE/Con-1/IMPHAL
34	Manipur	RCIL PoP Kangpokpi	Airtel PoP Kangpokpi
35	Manipur	RCIL PoP Kangpokpi	DC Office Kangpokpi

ANNEXURE-5.10(d)**Optical Fibre Link Connectivity Requirement Details in the State of Meghalaya**

SI No.	State	Link details	
		POINT A	POINT B
1	Meghalaya	SBI Dhanketi Branch Shillong	EPFO Shillong
2	Meghalaya	SBI Dhankheti Branch	CBI Shillong Branch
3	Meghalaya	RailTel POP, Cleve Colony	Records, The Assam Regt. Centre, Shillong, Pin 900332
4	Meghalaya	Records, The Assam Regt. Centre, Shillong, Pin 900332	PAO Ors ARC
5	Meghalaya	PAO Ors ARC	Records The 58 GR, Shillong, Pin 900332
6	Meghalaya	Records The 58 GR, Shillong, PIN 900332	PAO
7	Meghalaya	Records, Assam Rifles, Shillong-793007	RailTel POP, Cleve Colony
8	Meghalaya	EPFO Shillong	SBI RBO Shillong
9	Meghalaya	RCIL POP Cleave Colony (W/P)	EPFO Shillong
10	Meghalaya	RCIL POP Cleave Colony (P/P)	EPFO Shillong
11	Meghalaya	RCIL POP	EPFO (New Office)
12	Meghalaya	Lower Cleave Colony	NIC Shillong
13	Meghalaya	Shillong Vodafone MSC	RCIL POP Cleave colony (W/P)
14	Meghalaya	RCIL POP Cleave Colony	Airtel POP (W/P)
15	Meghalaya	RCIL POP Cleave Colony	Airtel POP (P/P)

ANNEXURE-5.10(e)**Optical Fibre Link Connectivity Requirement Details in the State of Nagaland**

SI No.	State	Link details	
		POINT A	POINT B
1	Nagaland	RCIL POP (Kohima DC office)	Airtel POP in Kohima (W/P)
2	Nagaland	RCIL POP (Kohima DC office)	Airtel POP in Kohima (P/P)
3	Nagaland	RCIL POP, Dimapur Rly Stn.	Airtel POP, Kent Hotel, Dimapur, Nagaland
4	Nagaland	RailTel PoP, Kohima, DC Office	RailTel PoP, Jakhama
5	Nagaland	Chuchumiang EAC Office node	MSNPL Tapping Chamber (2-pair)
6	Nagaland	Chukitong EAC Office node	MSNPL Tapping Chamber (2-pair)
7	Nagaland	RCIL PoP Kohima	NIC Secretariat Kohima
8	Nagaland	RCIL PoP Kohima	Airtel PoP Kohima
9	Nagaland	RCIL PoP Junheboto	Airtel PoP Junheboto
10	Nagaland	RCIL Dimapur PoP	VIL Dimapur (W/P)
11	Nagaland	DMV Rly Stn.	DyCE/Con-1/Dimapur (W/P)
12	Nagaland	DMV Rly Stn.	DyCE/Con-1/Dimapur (P/P)

ANNEXURE-5.10(f)**Optical Fibre Link Connectivity Requirement Details in the State of Tripura**

SI No.	State	Link details	
		POINT A	POINT B
1	Tripura	Ganganagar SBI PoP	Bagbassa SBI
2	Tripura	Kailashahar DM	Kailasahar Land Checkpost Immigration
3	Tripura	Sonamura SDM	Srimantapur Land Checkpost In-Charge
4	Tripura	Kadamtala USOF RCIL POP	Churaibari SBI Branch
5	Tripura	Kakraban USOF RCIL POP	Palatana SBI Branch
6	Tripura	Hrishyamukh USOF RCIL POP	Hrishyamukh SBI Branch
7	Tripura	Dharmanagar USOF RCIL POP	Ganganagar SBI Branch
8	Tripura	Jampuijala USOF RCIL POP	Jampuijala SBI Branch
9	Tripura	EPFO Agartala Office	Secretariat NIC RailTel PoP
10	Tripura	Dukli Block RailTel PoP	ONGC Agartala Office with Protection from Agartala Rly Station RailTel PoP
11	Tripura	Jogendra Nagar Rly Stn	MBB Univdersity with Protection from DM Agartala RailTel PoP
12	Tripura	Agartala PoP	IRCON Agartala
13	Tripura	Rupaichari Block	Manubazar Rly Station
14	Tripura	Agartala Rly Stn	Dy.CE/Con-1/Agartala
15	Tripura	Jirania SDF Office	Jirania Block
16	Tripura	USOF joint Closer (Sonamura)	Melagrah DCM Office
17	Tripura	Kumarghat BDO Office	Kumarghat SDM Office
18	Tripura	Agartala Rly Stn	Airtel POP in Agartala (W/P)
19		DM Office	DIT Agartala
20	Tripura	DM Office	Dukli RTL POP
21	Tripura	Secretariate	DIT
22	Tripura	DIT OFFICE	EPFO OFFICE Agartala
23	Tripura	Udaipur Rly Stn.	Matabarai Block (route-1)
24	Tripura	Mataari Block	Udaipur DM Sec
25	Tripura	Santibazar Rly Stn.	Bokafa Block Sec.
26	Tripura	Bokafa Block	Santibazar SDM Sec
27	Tripura	Belonia Rly Stn	Belonia DM Sec
28	Tripura	Agartala Rly Stn. RailTel PoP	DM/Balaji Agartala
29	Tripura	Abhicharan GP	Mahanpur Block
30	Tripura	USOF Joint Closer (Jirania)	TTADC-HQ Khumlung Office
31	Tripura	USOF Joint Closer (Jirania)	Belbari BDO Office
32	Tripura	Railway Joint Closer	Charilam BDO Office
33	Tripura	USOF Joint Closer (Kakraban)	Mohanbhog BDO Office
34	Tripura	Sabroom Rly Station	Sabroom SDM Office
35	Tripura	Manu Bazar Rly Station	Satchand BDO Office
36	Tripura	USOF Joint Closer (Belonia)	BC nagar BDO Office
37	Tripura	Amarpur SDM Office	Amarpur BDO Office
38	Tripura	Railway Joint Closer	Ambassa SDM Office
39	Tripura	USOF Joint Closer (Kamarghat)	Laljuri BDO Office
40	Tripura	USOF Joint Closer (Bishalghar)	Bishalghar BDO Office
41	Tripura	Rly Joint Closer	ONGC Gojalia

42	Tripura	USOF Join Closer	ONGC Trichna
43	Tripura	Badarghat TSECL Sub Stn.	Agartala Rly Stn. PoP
44	Tripura	Mohanpur TSECL Sub Stn.	Mohanpur BDO (W/P)
45	Tripura	Mohanpur TSECL Sub Stn.	Mohanpur BDO (P/P)
46	Tripura	Khowai Dhalabil TSECL Sub Stn.	Khowai DM Office
47	Tripura	National Forensic Science University (NFSU) Agartala	NIC Secretariate RailTel PoP (W/P)
48	Tripura	National Forensic Science University (NFSU) Agartala	NIC Secretariate RailTel PoP (P/P)
49	Tripura	Agartala Old DIT Building	Agartala Municipal Corporation IT Bhavan, Tripura
50	Tripura	Shantirbazzar SDM Office	Bogafa BHQ (Block)

Annexure – 5.11

AGREEMENT

(CA No. _____ for the work of “Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region”

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and Twenty four, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 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 dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) 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 fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) 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.

Annexure-5.12

FORMAT BID SECURITY DECLARATION

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

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

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

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

Or

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

Or

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

Or

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

Or

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

Annexure-5.13

PERFORMA FOR AFFIDAVIT BY EACH CONSORTIUM/JV MEMBER

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

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

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

DEPONENT

VERIFICATION

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

DEPONENT

Annexure-5.14

JOINT VENTURE AGREEMENT/MEMORANDUM OF AGREEMENT

(On Stamp Paper of Rs fifty)

This Joint Venture Agreement/Memorandum of Agreement is executed at (place) on this ____ day of _____, 2024.

BETWEEN

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. _____
(_____)
Managing
Director

2. _____
(_____)
Managing
Director

3. _____
(_____)
Managing
Director

(_____)
For (Name of
company)

(_____)
For (Name of
company)

(_____)
For (Name of
company)

WITNESSES:

- 1. _____
- 2. _____

Enclosure:

Board resolution of each of the Joint Venture Members authorizing:

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

Annexure-5.15

CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT

(On Stamp Paper of appropriate value)

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

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

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

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

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

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

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

WITNESSES:

- 1.
- 2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

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

PART – 6

ANNEXURE-6.1

PRICE BID FORMAT

(Price Bid: Financial part of e-Tender)

To,

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

Dear Sir,

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1540, Dt. 19.07.2024

Having examined the Tender Document (and amendments, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price (inclusive of all taxes including GST) dark fibre links on hire basis, for “Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region” given in Annexure -5.10(a to f) as indicated below:

Srl. No.	Description of work	Total No. of Links	Estimated hiring for 3 years (Incl. GST) (Rs.)	Rate quoted
1	Hiring of dark fibre links for Last Mile Connectivity of different customer locations in Assam and North East States (Arunachal Pradesh, Manipur, Meghalaya, Nagaland & Tripura) for RailTel Corporation of India Ltd., Eastern Region	209	5,82,79,656.34	_____ % (in figures) _____ (in words) Above/Below/At Par (Should be filled in downloaded excel format of Price bid from eNivida Portal and to be uploaded the same)

1	The rate accepted shall be applicable for 3 years of the contract period (including 5% discount on 3rd year). If the contract is extended for further period, then the rate applicable for extended period shall be with 5% discount on the accepted rate (Refer clause 3.10.1 of Part-3)
2	It is certified that I/We have inspected the sites and acquainted myself /ourselves with local conditions, work involved etc.
3	The above Rate are inclusive of GST.
4	I/We have carefully gone through the Instructions for bidders, Terms & conditions of contract, specifications, and other terms and conditions attached with the tender document.
5	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
6	I/We undertake to provide Performance Guarantee of the required amount towards faithful maintenance & supports till existence of individual links.
7.	Payment will be made on the basis of accepted dark fibre length hired. However, total claim for payment shall not exceed the quoted cost.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Chapter-5

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT (GCC)

INDEX

PARA	SUBJECT
1.	GENERAL INSTRUCTIONS
2.	INTERPRETATIONS
3.	LOCAL CONDITIONS
4.	COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS &DRAWINGS
5.	SUBMISSION OF EARNEST MONEY DEPOSIT
6.	SUBMISSION OF OFFERS
7.	UNIT PRICES
8.	VALIDITY OF OFFER
9.	RATES DURING NEGOTIATION
10.	OPENING OF TENDER
11.	NON-TRANSFERABILITY AND NON-REFUNDABILITY
12.	ERRORS, OMISSIONS &DISCREPANCIES
13.	WRONG INFORMATION BY TENDERER
14.	QUALIFYING CRITERIA
15.	SYSTEM PERFORMANCE GUARANTEE
16.	EVALUATION OFOFFER
17.	AGREEMENT
18.	TENDERER'S ADDRESS
19.	SETTLEMENT OF DISPUTES/ ARBITRATION

Chapter - 5

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

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

2. INTERPRETATIONS

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

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

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

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

"**MONTH**" Means any consecutive period of thirty days.

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

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

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

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

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

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

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

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

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

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

3. LOCAL CONDITIONS

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

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case the Tenderer shall enclose a separate statement indicating only the deviations for any clause or sub-clause of Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The Principal Executive Director reserves the right to accept or reject these deviations and his decision there on shall be final.
- 4.2 The Services offered shall be in accordance with the drawings and specifications & conditions of the contract.
- 4.3 Contractor should give details of contract carried out giving details of the name of the contract, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken. This will be supported by a user certificate.
- 4.4 The tenderer should provide information about the compliance of various clauses /sub clauses/ paragraphs (when tenderer plans to give separate compliance of each paragraph or sub clause) of tender document

5. Earnest Money Deposit

- 5.1 The tenderer shall furnish an amount as given in Preamble as earnest money in favour of RailTel Corporation of India Limited for each tendered section that he wants to quote for.
- 5.2 The validity of offer will be 60 days from the date of opening of tender 'as given in Preamble. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions there of in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulations, the above said amount deposited as earnest money shall be liable to be be forfeited or action will be taken as mentioned in Annexure – 12 by RailTel.
- 5.3 The Earnest Money receipt shall be incorporated in the original copy of the tender document. Other copies of the offer shall contain true copies of Earnest Money receipt. The Earnest Money should be furnished through net banking in favour of M/s RailTel Corporation of India Limited, Eastern Region, Kolkata.
- 5.4 The earnest money may be forfeited / action will be taken as per Annexure-5.12 under the following circumstances.
- 5.4.1 If tenderer withdraw its tender during the period of tender validity specified in Preamble

- 5.4.2 In case of successful tenderer, if the tenderer fails to sign the contract in accordance with relevant para of Preamble and to furnish Security Deposit in accordance with relevant clause of preamble .The earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession or be liable to pay interest there on.
- 5.5 If the tender is accepted, the amount of Earnest Money, if available will be held as security deposit as per relevant para of Preamble of tender document for due and faithful fulfillment of contract.
- 5.6 The tender not accompanied by Earnest Money as mentioned in clause 5.3 above or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited or action will be taken as mentioned in Annexure – 12.
- 5.7 The Security Deposit shall be released as per relevant clause of preamble.

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

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

- (i) They shall be exempted from cost of tender documents.- Not Applicable
- (ii) They shall also be exempted from depositing Earnest Money.

(iii) Purchase preference to MSEs :

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

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

- i. Micro and Small Enterprises (MSEs) registered with NSIC or any other body specified by Ministry of MSME is exempted from submission of the following: (i) They shall be exempted from submission of cost of tender document (ii) They shall be exempted from submission Earnest Money Deposit.

However, firms claiming the above exemptions shall submit bid security declaration as per Annexure- 5.12.

- ii. MSEs claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents These exemptions shall be applicable provided firms are registered with NSIC/MSME registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate otherwise their offer would not be considered.
- iii. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER0001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility

- iv. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- v. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- vi. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss or profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

6. SUBMISSION OF OFFERS

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

6.5 RATES IN FIGURES & WORDS:

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

6.6 ATTESTATION OF ALTERATION:

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

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

7. UNIT PRICES:

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

8. VALIDITY OF OFFER

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

9. RATES DURING NEGOTIATION

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

10. OPENING OF TENDER:

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

11. NON-TRANSFERABILITY AND NON-REFUNDABILITY

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

12. ERRORS, OMISSIONS & DISCREPANCIES

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

13. WRONG INFORMATION BY TENDERER

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

14. QUALIFYING CRITERIA

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

15. SYSTEM PERFORMANCE GUARANTEE

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

16. EVALUATION OF OFFER

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

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

17. AGREEMENT

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

18. TENDERER'S ADDRESS

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

19. SETTLEMENT OF DISPUTES/ ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope of work, operation, rates, penalties or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended and the award made in pursuance thereof shall be binding on both the parties. The venue of such arbitration or proceedings thereof shall be at New Delhi.

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

enforcement as the case may be.

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

PART – 7
Check List

SN	Have you submitted the following documents?	Submitted /Complied or not	Page No./ Ref No. of Offer
1.	Cost of tender document Rs.2,950/- or document in support for exemption from submission of Cost of tender document along with Bid Security Declaration (Mandatory)		
2	EMD for Rs.11,66,000/- or document in support for exemption from submission of EMD along with Bid Security Declaration (Mandatory)		
3.	Power of Attorney (clause-7a,Chapter-1) (Mandatory)		
4.	Notarized Affidavit - Annexure-A (clause-2.1, Chapter-2) (Mandatory)		
5.	Uploading of digitally signed Tender document (online) (Mandatory)		
6.	Documentary evidence against Technical & Financial eligibility criteria (Clause 3.2, Part-3) (Mandatory)		
7.	Offer Letter (Mandatory)		
8.	Compliance statement for acceptance of technical specification & SLA Terms & Conditions Annexure 5.2 & Annexure-5.4		
9.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
10.	Miscellaneous/ supporting documents asked for in the tender document wherever required to meetup respective criteria		
11.	Notarised Affidavit & MOU in case of Consortium/ Joint Venture/ Partnership (Mandatory)		
12.	Offline submission of the original document to RailTel/ER office (i) Notarised affidavit (ii) Power of Attorney/ Authorisation (iii) Bid Security Declaration (<i>applicable if EMD & Cost of Tender Document exemption is claimed</i>) (Mandatory)		

***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 *****