

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

143, Institutional Area,
Sector-44, Gurgaon
Haryana – 122003

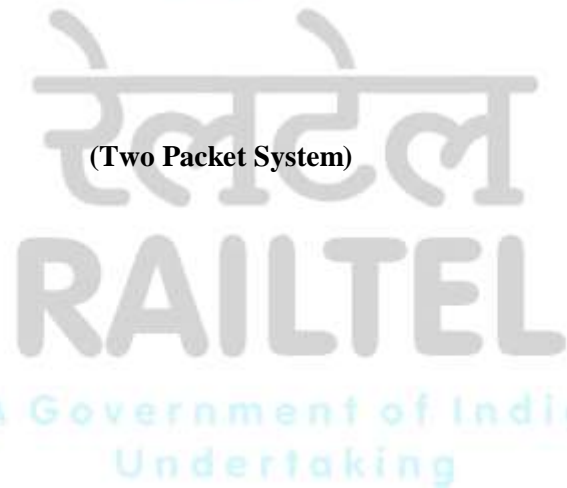
ELECTRONIC TENDER DOCUMENT

FOR

**Purchase of Internet Bandwidth from Alternative Service Providers
On existing Routes**

खुली-ए-निविदान: RailTel/Tender/OT/CO/DNM/Purchase of IBW/16-17/327 dt 16.05.2016

**OPEN E-TENDER No: RailTel/Tender/OT/CO/DNM/Purchase of IBW/16-17/327 dt
16.05.2016**



Due date for Opening:



RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area, Sector -44
Gurgaon-122003, Ph: 0124-4236085-86, Fax: 0124-4236084

E-Tender Notice No. RailTel/Tender/OT/CO/DNM/Purchase of IBW/14-15/327
Dated: 13.04.2016

RailTel Corporation of India Ltd. (RailTel) invites Tenders for **“Purchase of Internet Bandwidth from Alternative Service Providers On existing Routes”**.

a)	Opening date of Tender downloading	16.05.2016
b)	Pre-Bid Meeting	02.06.2016 at 15:30 hrs.
c)	Submission date of bids	16.06.2016 up to 15:00 hrs.
d)	Opening of E-bids	16.06.2016 at 15:30 hrs.
e)	Approximate cost of Tender	22.03 Crore
f)	Earnest Money (EMD)	To be made in favor of RailTel Corporation of India Ltd. in the form of DD payable at New Delhi.
g)	Cost of Tender Document is Rs.5, 000/- + 13.125% VAT. The required amount will be payable by Bank Draft in favor of RailTel Corporation of India Limited, New Delhi.	

Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents.

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

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.

Group General Manager/DNM

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Chapter-1

Offer Letter

To,

**GGM/DNM
RailTel Corporation of India Ltd.,
143, Institutional Area,
Sector-44, Gurgaon-122003**

Sub: Offer for Purchase of Internet Bandwidth from Alternative Service Providers.

Ref: E-Tender No. RailTel/Tender/OT/CO/DNM/Purchase of IBW/15-16/327

Dated: 13.04.2016.

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

3) Demand draft No. _____ dated _____ for Rs. 10 Lakh in favor of RailTel Corporation of India Ltd, payable at New Delhi is enclosed towards EMD.

(Signature and seal of the bidder)

Date :-



Chapter-2

Schedule of Requirements

S.No.	Type of Bandwidth	Location for delivery	Total Qty Required In terms of STM-1	“Unit rate per STM-1 IBW on Annual basis” (in Rs.)	Service Tax @ -- %	“Total Unit rate per STM-1 IBW on Annual basis” (in Rs)	Total Cost (All Inclusive)
SOR-X	IP port in India for International Internet Bandwidth for USA, Europe (UK/France, USA, Asia Pacific (Hong Kong/Japan/ Singapore/ China) and Rest of World through Optical Fiber Submarine Cable system on Trans-Pacific & Trans-Atlantic route.	Mumbai and Chennai RailTel /POI Pops	192				
SOR- Y	IP port in India for domestic and rest of world internet traffic	Rest of India	128				
Grand Total							
Grand Total in words							

- i) Addresses of RailTel’s POPs where the IBW is proposed to be sourced at n*STM-1 level are indicated in Para 2.2.1 of the tender document.
- ii) Prices should be exclusive of all taxes. Taxes & applicable duties, if any, should be indicated separately and shall be paid separately
- iii) RailTel plans to source 320 STM-1 capacities & out of which 64 STM-1 shall be sourced immediately. RailTel will place balance order on successful bidder as per requirement of RailTel.
- iv) RailTel is looking for delivery of burstable bandwidth against its all SOR’s, BIDDER must provide details of its IP & Network capacity going out from the location which it is bidding.
- v) Bidder to provide bursting to maximum twice the capacity of fixed bandwidth procured (e.g. if capacity is STM-4, burst should be allowed till STM-8 or Maximum of Interface Capacity whichever is lower). However if burstable capacity become less than 30% due to interface limitation, Interface capacity shall be upgraded to next higher level.
- vi) Since RailTel is looking for burstable bandwidths, NO Shared bandwidths options should be provided. In case, bidder is found to be giving an unwanted service option/ service, RailTel can out rightly reject the bid and forfeit the BID security AND/OR PBG, as the case may be.

- vii) Burstable bandwidth billing to be done on 95/5 percentile model.
- viii) Rate of Burstable Bandwidth (In per Mbps per Month) should be same as price of fixed bandwidth. Bidder should provide the monthly capacity usage report based on which burst billing will be done.
- ix) In case of POI location, 1GE/10GE optical ports (LAN PHY) will be provided on RailTel's Equipment for making the connectivity with Router. Bidder shall also submit the details of POIs Locations. In case of multiple POIs Locations within city, connectivity shall be done on mutual agreed location.
- x) In case of 95/5 percentile billing, if the capacity utilization difference between the Service provider and RailTel is within $\pm 2\%$, then RailTel shall pay the bill as per RailTel calculations or whichever is lower. But if the difference is more than $\pm 2\%$, then RailTel reserves the right to reconcile the data provided by service provider with its own records.
- xi) **Empanelled Service provider through RailTel Tender No.: RailTel/ Tender/ OT/ CO/ DNM/Purchase of IBW/14-15/249 dated 11.08.2014 will not eligible for this tender since this requirement is for alternate provider.**

2.2 Technical Requirements

2.2.1 Internet Bandwidth

RailTel is a category 'A' ISP and the Internet Bandwidth being proposed to be procured through this tender is for resale to its customers. It has been planned that an aggregated 320*STM-1 bandwidth will be purchased through this tender to be delivered at any location in the granularity of n*STM-1. The bandwidth has to be delivered to the RailTel's POPs or POI locations. Details of RailTel Pops are given below:

1.	RailTel Corporation of India Limited 8th floor, Divisional Office, Chennai division, Southern Railway Park Town, Chennai-600 003.
2.	RailTel Corporation of India Limited, Western Railway Microwave Complex, Mahalaxmi, Mumbai.

1GE/10GE ports will be provided on RailTel's Juniper routers for making the connectivity. In addition to above mentioned RailTel POPs.

Rest of India:

RailTel require Internet Bandwidth at STM-1 level at any other RailTel's/Railway/IRCTC/CRIS POP at metro, tier 1 and tier 2 cities based on future requirement.

2.2.2 Service Description and Delivery

- i) The bidder will have to deliver Uncompressed Symmetrical Internet bandwidth (1:1) of required capacity to RailTel.
- ii) In case of bidder delivering IBW at RailTel POP, It would be necessary to provide the last mile on OFC with full redundancy. RailTel will provide 10G RailTel/Tender/OT/CO/DNM/Purchase of IBW/15-16/327

port at each of its POP on its Juniper router for making through the connectivity. RailTel will also provide co-location facilities like rack & power supply free of cost for the bidder's equipment required for delivering the IBW to RailTel.

- iii) In case bidder is delivering IBW from its POI Location, the rack space & power supply, fiber extension, cross connection, permissions etc. shall be provided by bidder at no additional cost to RailTel.
- iv) RailTel can decide to carry the IBW from the bidder's POP (last mile) in case of emergency/immediate requirement for a period of first 3 months. In that case, the rack space & power supply, fiber extension, cross connection etc. shall be provided by bidder at no additional cost to RailTel. However, bidder will have to complete the last mile within the completion period specified in the tender and deliver IBW at RailTel's POP/POI.

2.2.3 Quality of Service

The bidder shall enter into an agreement with RailTel for providing the Service Level Guarantee. As the IBW is being procured for further sale to RailTel's customers, it is expected that the SLA will be met with absolute care and that RailTel gets the desired level of service.

2.2.4 Throughput and Service Availability

- i) The bidder shall guarantee non-blocking n*STM-1 (full duplex) port throughput on 10G interface on 24*7 basis. The guaranteed throughput on the 10G port should be indicated.
- ii) The bidder shall guarantee that the Service will be available for 99.95% or better, of time averaged over a period of one month with reference to each of the parameters namely Throughput, Round Trip Delay & Packet Loss. Non conformance to the limits of any of the parameters shall be counted as Service Unavailability.

2.2.5 Packet Loss and Latency

These parameters shall be measured by computing the percent packet loss of 1000 pings of sixty four (64) bytes each. At any point of time during the contract period, the packet loss shall be less than 1%. This packet loss will be measured from RailTel's gateway/NMS to the monitoring IPs as provided by the bidder. The monitoring IPs of the routers in USA, Europe and Asia Pacific region shall be provided by the bidder so that the packet loss and latencies can be checked by RailTel's NMS. The monitoring IPs shall be provided for the verifying the Latency figures as per the following table:

For International Internet Bandwidth/ IP Port in India.

S.No	Locations	Latencies from RailTel Gateway Router
[1]	USA (Trans Atlantic)	270 msec
[2]	Europe (UK)	200 msec
[3]	Europe (France)	200 msec
[4]	Asia Pacific (Hong Kong)	100 msec
[5]	Asia Pacific (Singapore)	80 msec
[6]	Middle East	150 msec
[7]	Within India	80 msec

2.2.6 Penalties

In case the QoS is not met, penalties as defined in para 3.16 will be levied.

2.2.7 Support

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

2.2.8 Other Conditions

- 2.2.8.1 The bidder shall provide configuration information of its router for the ports pertaining to RailTel. The bidder shall configure these ports including access-list, rate limits, route filters, etc. on outgoing and incoming traffic as per RailTel's requirement.
- 2.2.8.2 The bidder shall provide all the equipments like routers, muxes, converters etc. for extending the IBW to RailTel's POP/POI. The equipments shall be provided with necessary redundancy and auto switch arrangement wherever feasible. It would be the overall responsibility of the bidder to demonstrate end to end working of the ordered IBW.
- 2.2.8.3 The bidder shall make all arrangements for testing and commissioning of end to end IP connectivity.
- 2.2.8.4 RailTel officials will have the right to inspect the bidder's premises at local as well as remote ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice.
- 2.2.8.5 The tenderer shall provide the IP addresses for WAN link connectivity between the router of the tenderer and RailTel's router.
- 2.2.8.6 The tenderer shall be responsible for advertising RailTel's IP addresses in Internet through EBGP peering. In case of Corporate who own IP addresses are serviced by RailTel, their IPs should also be advertised by the tenderer.
- 2.2.8.7 Mechanism for logging of complaints related to Fiber connectivity or IP connectivity / routing problems at any point of time during the 24x7 basis service period including contact details of NOC engineers like telephone numbers, name, e-mail, fax, address etc. shall be submitted to RailTel.
- 2.2.8.8 Any scheduled maintenance activity required to be carried in the ISP network which would affect RailTel's services would be intimated 3 working days in advance and must be carried out between 02:00 to 06:00 Hrs window of Indian Standard Time (IST).
- 2.2.8.9 The service provider would provide mechanism, to RailTel, to measure and monitor the SLA parameters.
- 2.2.8.10 The tendered shall appoint a dedicated Technical Manager for handling all queries/ complaints related to this proposal. He/ She shall be the future single point of contact for RailTel during the period of agreement. The details of the Technical Manager shall be mentioned in the proposal.

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

2.2.8.12 The bidder must give details of the proposed connectivity viz. the name of the cable and landing points of the involved undersea cable.

2.2.9 Backup for International Gateway/ Submarine gateway connectivity

The bidder must offer backup of Submarine gateway connectivity in case of any degradation/failure or outage. **Details of such backup arrangement shall be submitted along with the offer.**

2.2.10 Backup for Last mile:

The backup for last mile shall be through OFC ring network.

2.2.11 SPLITTING OF QUANTITY:

The quantity to be ordered will be split by the purchaser as per the following criteria (2.2.11.1) for ensuring better availability of services keeping in view the critical nature of item, quantity to be procured, price and past performance of the firms.

2.2.11.1 The order will be split between L1 and L2 (respective schedule) in the following ratio based on each SOR category in the multiplication factor of STM1:

L1- 65%

L2-35%

2.2.11.2 L2 bidder will be given counter offer at rate of L1 bidder. In case of refusal by L2 for accepting the counter offer this quantity will be awarded to L1 bidder.



Chapter - 2-A

E-tendering Instructions to Bidders

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://www.tcil-india-electronictender.com>** through TCIL, a Government of India Undertaking. This portal is based on the most secure and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System - ‘Single Stage - Single Envelope’: In this, bidder has to submit both Technical as well as Financial bid in single envelope “ONLINE.”

2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Documents ETS
 - ☐ Query to RailTel (Optional)
 - ☐ View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS.
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to ilTel’s Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To make use of the Electronic Tender® portal (**[https:// www.tcil-india- electronictender. com](https://www.tcil-india-electronictender.com)**), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal (**<https://www.tcil-india-electronictender.com>**), and click on the ‘Supplier

Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile E-mail ID

Helpdesk Executives: 011-2624 1071, 011-2624 1072 / ets_support@tcil-india.com

(Mobile Nos. for Emergency Help): 9868393775, 9868393717, 9868393792.

RailTel Contact-1 (for general Information)

RailTel's Contact Person
Rajeev Kumar: Sr. Manager/DNM
Telephone 0124-2714000
Mobile: 9717644419
E-mail ID: rajeevkumar@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact Person
A.K. Sablania: GGM/DNM
Telephone: 0124-2714000
Mobile: 9717644015
E-mail ID: asablania@railtelindia.com

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Envelope (including Technical +Financial part)
The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexures (Optional).
4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.

6. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area Plot 143, Sector 44, Gurgaon before due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope.

The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a) **EMD-Bid Security** in Original, in favor of RailTel Corporation of India, Payable at New Delhi. (With Tender No., Name of Firm & Mob. No. written on back side of DD)
- b) **DD/ Bankers Cheque in original against payment of tender fee** in favor of RailTel Corporation of India, Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
- c) **Power of attorney** to be submitted in accordance with Tender Conditions.
- d) **In case bidder happens to be a NSIC bidder**, the documentary evidence for same shall be submitted.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE. Copy of these documents shall also be submitted in RailTel Office minimum 3 working days before Tender opening date. Bids without these off line submissions will be summarily rejected.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words e.g. (I love this World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Centre' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
6. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end:

- Computer System with good configuration (Min P-IV, 1GB RAM, Windows XP)
- Broadband Connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

13. Vendors Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

Venue

RailTel Corporation of India Limited,
Plot No. 143, Sector-44,
Opp. Gold Souk Mall, Gurgaon -122003.

Vendors Training Charges: Rs. 2,500/- (Per Participant) per training day (plus Service Tax as applicable), i.e., Rs. 2,865/- Per Participant.

Mode of Payment of Fees: DD drawn in favor of M/s TCIL, New Delhi & payable at New Delhi.

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Chapter-3

Commercial Terms & Conditions

3.1 Background

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

RailTel intends to purchase bulk Internet bandwidth capacity at few locations and would distribute it all across the country through its country wide SDH and MPLS-IP network. For this purpose, RailTel intends to fix a rate contract for supply of Internet Bandwidth at its Pops Mumbai/ Secundrabad/ New Delhi/ Bangalore/Chennai/Kolkata on n*STM-1 basis and other important cities/Tier-1 cities on STM-1 basis. Tender is being invited for empanelling the Internet bandwidth providers to provide end-to-end Internet connectivity.

This is for selection of alternative internet bandwidth service partner for better reliability RailTel’s network; therefore existing service provider will not be entertained in all SORs.

3.2 Eligibility Criteria

3.2.1 The bidder must have the following:

For International Internet Bandwidth.

S No.	Eligibility
1.	The bidder company shall be registered in India with valid and operative Category-A ISP license with duly approved international gateway facility in India.
2. (a)	The bidder shall be: Member / Owner of OFSCS, which is having at least two CLS in India and the same must be operational for minimum period of one year, and has a right to use international bandwidth for providing IP Port in India.
2. (b)	having bandwidth on IRU basis in OFSCS, which is having at least two CLS in India, and has a right to use International Bandwidth for providing IP Port in India using its own license.
3.	The bidder shall have an arrangement for direct IP Port termination at Tier-1 ISPs (at least 10 Locations/Partner outside India) and the same must be operational for minimum period of six months before tender opening. Documentary evidence and details for same shall be submitted along with the offer. However, for the duration of the contract RailTel would only be interacting with the bidder for the end-to-end internet connectivity.
4.	The bidder must not have been declared bankrupt or should not have filed for bankruptcy or in the process of being declared bankrupt before any designated Authority in any country.
5	The bidder network shall support IPV 6 and help RailTel in implementation as and when required.
6	The bidder should be capable of fulfilling all security guidelines/requirements of DOT and Law enforcement agencies of DOT/Government in this respect.
7	Bidder should have Internet bandwidth connectivity directly with Tier-1 IP exchanges/Network in USA, Europe and Asia Pacific from its gateway routers.

	Documentary evidence and details for same shall be submitted along with the offer
8	The bidder should have installed internet capacity of at least 4xSTM-16 in India or outside India. Documentary proof of the same should be submitted along with the offer.
9	DOT's License to set up and operate International gateway for Internet connectivity. At least two international gateway must be operational for minimum period of one year. Documentary evidence for the same shall be provided along with the bid.
10	The bidder should have ISP/NLD network of at least 40G capacity covering important metro/Tier-1 cities (Delhi, Mumbai, Kolkata, and Chennai). An undertaking demonstrating this capacity along with network details should be furnished along with the bid.
11	The bidder should be capable of fulfilling all security guidelines/requirements of DOT and Law enforcement agencies of DOT/Government in this respect.

3.3 Technical Literature and Brochure

One set of detailed technical literature shall be submitted in English along with the bid. The literature shall contain detailed specifications and information about all the modules of the service. The technical literature will be used to compare the specifications of the offered services vis-à-vis the required specification mentioned in this tender. Bidder must also provide technical input about the router on which IBW of RailTel will be terminated. The various connectivity of this router up to the monitoring IPs shall also be shown in detail. The make and the model on the router on which IBW of RailTel's will be terminated shall also be specified. The following documents are required for Evaluation of the offers.

S.No.	Documents
1.	For International Internet Bandwidth, bidder shall provide details of arrangements with Tier-1 ISPs which must contain a guarantee for providing the service to Railtel as per the agreed Service Level Agreement.
2.	For International Internet Bandwidth, bidder shall provide necessary details including drawings wherever required, as detailed below:
i)	Capacity of the links and current average Utilization between its major POP's in the Tier-1 ISP in Trans-Atlantic & Trans Pacific IP regions.
ii)	Point of connectivity and the type and model of router on which RAILTEL's link will be terminated in India separately for Trans-Atlantic & Trans Pacific IP Routes.
iii)	Connectivity details with various NAPs/IXPs and Tier-1 and other ISPs in their region and other regions.
iv)	Latency and packet drop statistics within its IP network and also to other Internet backbones in Trans-Atlantic & Trans-Pacific IP Routes for a period of a fortnight about a month before the submission of bid.
v)	Detailed network diagram depicting the above.
vi)	Proposed new network topology, if planned.
3	Lawful Interception Monitoring and other arrangement required by Government of India (DOT and other agencies).
4.	Details of the Core IP Transit Backbone of the bidder with details of % of Leased capacity backbone, % of IRU capacity backbone, % of Consortium member capacity backbone and % of wholly owned capacity backbone (Separate Details needed for India Terminating and Global Capacities).
5	Certificate of incorporation from Registrar of companies.
6	Articles and Memorandum of Association.

S.No.	Documents
7	Copy of valid and operative Category-A ISP license with International gateway facility to provide ILD service in India along with all other necessary licenses including approval of international gateway facility.
8	A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, cancelled or terminated by the Licensor.
9	<p>If bidder is owner of OFSCS, a certificate of ownership of OFSCS from duly authorized signatory / Company Secretary of the bidder.</p> <p style="text-align: center;">OR</p> <p>If bidder is member of consortium of OFSCS, a certificate from the authorized signatory of consortium or bidder clearly indicating that the bidder is a member of OFSCS with details of CLS stations where the bidder has the rights vested in it to use CLS.</p> <p style="text-align: center;">OR</p> <p>Certificate from the duly authorized signatory of the bidder to the effect that bidder has International Bandwidth on lease or IRU basis, as the case may be, in OFSCS having at least one CLS in India.</p>
10	Copy of license/ agreement/ certificate of authorized signatory of bidder, of right to use International Bandwidth for providing IP Port in India.
11	Certificate of Experience from the respective customers on their letter heads or by authorized signatory including customer name, date(s) of provision of bandwidth, address and telephone number of the customers in order to enable RAILTEL to verify the same.
12	The bidder shall provide details of arrangements with Tier-1 ISP which must contain a guarantee from the Tier-1 ISP for providing the service to RAILTEL as per the Service Level Agreement.
13	Bidder shall provide necessary details including drawings wherever required, as detailed below:
14	Detailed Network diagram including backend connectivity to important parts of the world like USA, UK, Singapore and Asia Pacific.
15	Speed of the links for the connectivity described above along with its peak utilization.
16	Latency and packet drop statistics for any sample circuit to other Internet backbones in USA, Europe and Asia Pacific for a period of a fortnight about a month before the submission of bid and corroborating it with the network diagram described above.
17	The capacity of IP Ports in order of E1/DS3/STM-1/STM-4/STM-16/Gigabit Ethernet/STM-64/10G etc. along with details of spare, leased and reserved.
18	Future plans pertaining to Network Augmentation, diversity, if any.
19	Certificate regarding Bidder Company not being bankrupt from statutory Chartered Accountant/ Company Secretary of Bidder Company.
20	In order to enable the Purchaser to assess the proneness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by it.
21	Clause-by-Clause compliance along with supporting documents, wherever required.

3.4 Responses

The bidder shall go through the entire document and must comply with all the terms and conditions. A compliance statement in the form of Complied or Not-Complied shall be given against each item/clause and specifications of the tender document. The compliance statement should be supported by authentic documentation. Please note that the deviation from the laid down requirements/specifications shall be brought out separately in deviation sheet to be attached. In case no non-compliance is there, the deviation sheet shall be crossed with **NIL** mark diagonally. Each page of the bid and

cutting/corrections shall be duly signed and stamped by the bidder. Failure to comply with these requirements may result in the bid being rejected. The Deviations, if any, should be submitted in Part I of the offer. The format of Deviation Sheet is enclosed as Annexure-I.

3.5 Submission of Proposals (Offline)

The proposals shall be submitted in two packets; each separately sealed and should be super-scribed as Technical Bid (Part-1) for technical proposal and Price Bid (Part-2) for price proposal for the Purchase of Internet Bandwidth from Alternative Service Providers.

- a) **Technical Bid (Part-1)** should contain the Earnest Money Deposit (EMD) amount, documentary proof for eligibility criteria and complete technical proposal & Tender cost if downloaded.

It should include technical proposal with full details including description of hardware/equipment and services so as to enable technical assessment of the proposal. This shall also include a categorical clause wise compliance statement. The technical bid must be submitted in a structured manner. No **brochures/leaflets etc.** should be submitted in loose form. The technical bid should comprise of the following in that order:

- i) A letter of authority duly signed by an authorized signatory.
- ii) A brief covering the technical specifications completely (i.e. executive summary). This must mention about the Tier-I backbone on which RailTel will be terminated through the provider's network. A connectivity diagram of the same should be shown as well.
- iii) Technical documentation i.e. Product brochures, leaflets, manual etc.
- iv) Delivery and implementation schedule.
- v) Compliance of the tender document with details of deviations, if any. In case of no deviation, the deviation sheet must be crossed with NIL diagonally. The deviation sheet format is at Appendix D.
- vi) AMC/ATS (Annual Technical Support) details. The services proposed to be included in the AMC/ATS are to be mentioned clearly.
- vii) A copy of the SLA that the tenderer proposes to sign with RailTel shall be enclosed. It should also cover the monitoring IPs to monitor packet loss and latency as per the format given in clause 2.2.4, 2.2.5 and 3.16.
- viii) The original TENDER DOCUMENT issued by this office duly signed on each page.

If the technical bid contains any price information, the offer will be summarily rejected

- b) **Price bid (Part-2)** shall contain the prices and other commercial conditions for the entire proposal. The prices shall be quoted as per the price format given in SOR in Chapter-2 in Indian Rupees. The price should be exclusive of all taxes and duties. The various taxes as applicable shall be brought out separately and the total price should then be shown. The bandwidth is to be provisioned at RailTel's POPs and should be inclusive of all prices including Last Mile/ CPEs etc. for the option where the IBW is to be delivered up to RailTel's premises.

A copy of (part-2) of the bid without any mention of the prices shall also be enclosed in Part-1 of the bid i.e. blank copy of price bid shall be enclosed in Part-1 also.

- c) The proposal shall be signed by the authorized person with the seal of the company on each page.
- d) Proposal received after due date and time shall be neither opened nor considered. Same will be returned.
- e) Proposals by e-mail or fax shall be rejected out rightly.
- f) The outer cover in which these sealed offers are placed shall be addressed to Group General Manager/ DNM RailTel Corporation of India Limited, 143 Institutional Area, Sector-44, Gurgaon Haryana-122003 . This cover must be super-scribed with **“Response of Tender for Purchase of Internet Bandwidth from Alternative Service Providers”**.
- g) Bids not containing complete information/documents in their offer will be rejected.
- h) EMD of the unsuccessful bidders would be returned after placement of order on the successful bidder. The EMD of the successful bidder would be returned on submission of security deposit as per Clause No.3.17.

3.6 Earnest Money Deposit (EMD)

EMD of Rs. 10 Lakh (Rs. Ten Lakh only) shall be furnished in the form of a Demand Draft (DD) in favour of RailTel Corporation of India Limited payable at New Delhi from a reputed /nationalized bank. Any bid not accomplished with a valid EMD shall be summarily rejected.

3.7 Validity of Bids and Price Negotiations

The Bid shall be valid for a period of 90 days from the date of opening of the bid. The selected bidder has to hold price for the duration of contract from the date of first service order. The Rate contract shall be initially for a period of one year which can be extended with mutual consent for two more years. In case of extension of contract, RailTel shall take fresh prices from the awarded bidders for actual/future demand at the time of extension.

3.8 Clarifications

All queries if any, in connection with this tender shall be sent to Group General Manager/DNM) through e-mail to rajeevkumar@railtelindia.com with copy to asablania@railtelindia.com (in word format), In case the bidder requires any clarification regarding the tender document and hard copy by post , they are advised to submit their question/queries in writing to reach RailTel by **27.05.2016**. Any clarification request received thereafter may not be entertained/ replied to.

3.9 Rejection and Return of Bids

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

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

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

3.10 Evaluation Process

- 3.10.1. The bidder shall quote the bandwidth prices for STM-1 as per the price format given in the SOR.
- 3.10.2. The Offers will be evaluated SORs wise. Bidder can quote any one/more/all SORs.
- 3.10.3. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser can accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities.

3.11 Contract

After completion of the selection process, RailTel will enter into a Rate contract with the selected/empanelled bidder(s). The final contract would be in a format as follows and the following documents would be included as part of the final contract.

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

3.12 Unsatisfactory Performance

RailTel shall have the sole and discretionary right to assess performance(s) of the IBW supply by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the system(s) provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of Para 3.15 below.

3.13 Award of Contract

A letter of intent (LOI) will be issued in writing by RailTel to the successful bidder(s) on the rates agreed. The process as mentioned in section 3.10 will be followed for this purpose once the LOI is accepted by the bidder(s), a letter of Acceptance (LOA) will be issued and agreement signed with the bidder(s) for fixing the Rate Contract for Purchase of Internet Bandwidth from Alternative Service Providers in various slabs. RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding. The Rate contract shall be initially for a period of one year which can be extended with mutual consent for two more years, if required. Based on the rates fixed in the agreement, separate purchase orders shall be placed from time to time for purchase of bandwidth as per RailTel's requirement.

3.14 Time Schedule

The bidder will be required to supply, install and enable services at the location within 90 days from the date of placement of Purchase order.

3.15 Installation and Acceptance

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

3.16 Warranty, Services Availability and Penalty

i) The bidder is supposed to provide smooth Internet Linkage. The bidder must sign a Services Level Agreement (SLA) to provide minimum services availability of 99.95%. The availability of the link shall be computed on monthly basis. The uptime shall be computed on monthly basis and shall be computed separately for each link. If a link is down for more than one hour continuously, then outage time will be counted as double the actual downtime for calculation of SLA for the month for that Link.

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

Service Parameter	Service Level	Penalties
Link availability	$\geq 99.95\%$	NIL
	Between 98.96% and 99.95%	Amount equivalent to 2 days
	Between 97.96% and 98.96%	Amount equivalent to 4 days
	Between 96.96% and 97.96%	Amount equivalent to 7 days
	Between 95.96% to 96.96%	Amount equivalent to 10 days
	$< 95\%$	Amount equivalent to 30 days
Packet Loss	0 – 1%	NIL
	1 – 2%	Amount equivalent to 2 days
	2 – 5%	Amount equivalent to 4 days
	5 – 8%	Amount equivalent to 7 days
	8 – 10%	Amount equivalent to 10 days
	$> 10\%$	Amount equivalent to 30 days
Latency	X%	NIL
	X+5%	Amount equivalent to 2 days
	X+10%	Amount equivalent to 4 days
	X+15%	Amount equivalent to 7 days

	X+20%	Amount equivalent to 10 days
	>X+20%	Amount equivalent to 30 days

The bidder must indicate and show the mechanism and reports that will enable RailTel to monitor the SLA parameters.

3.17 Security Deposit/ Performance Bank Guarantee :

The successful tenderer shall submit security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. The successful tenderer shall submit Security Deposit in the form of standing Bank Guarantee of Rs 500000/- (Rupees Five Lakhs Only) for due fulfillment of the rate contract with validity of three months beyond contract period will be submitted by the tenderer within 15 days of issue of APO/LOA for Rate Contract.
- ii. Security Deposit/Performance Bank Guarantee @ 10% of total value of Sub PO is required to be submitted within 15 days with validity of 3 months beyond contract period.
- iii. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi only.

3.18 Payment Terms & Paying Authority

Payment shall be made by Corporate Office of RailTel to the selected bidder, quarterly after receiving acceptance of the service and submission of the PBG as per rule clause 3.17 and its confirmation. All the invoices shall be submitted to CNOC for verifications and acceptance for onward submission to GGM/DNM/CO for processing the payment.

3.19 Service Tax and other Taxes

Prices should be exclusive of all taxes. Taxes & applicable duties, if any, should be indicated separately and shall be paid separately.

3.20 Termination Clause

Either party i.e. RailTel or the bidder can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service without notice, RailTel has the right to encash the PBG. In case the Quality of Service (QoS) is persistently below the agreed upon levels, the contract can be terminated by RailTel by giving 7 days notice in writing and encashing the PBG.

3.21 Monitoring Tools

The bidder shall provide web based monitoring tools that should provide availability & utilization of subject capacity from carriers point. The bidders must also provide the method for verifying the other SLAs parameters like latency & packet drop etc.

3.22 Settlement of Disputes and Arbitration

Except where otherwise provided for in the contract, all questions and disputes relating to interpretation and application of the provision of the contract shall be settled mutually within thirty days (30 days only) or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. In case the dispute is not settled mutually, these shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended. The appointment of the arbitrator shall be done by Managing Director, RailTel. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties.

3.23 Disclaimer

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

3.24 Confidentially

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

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

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

3.25 Scope of Work

a) Bandwidth

The bidder shall provide uncompressed (1:1) premium Internet Bandwidth as per SOR. **Radio as last mile solution is not acceptable.**

b) Hardware and other Deliverables

The bidder shall provide all the hardware such as modems, converters and any other such hardware required to terminate the leased line at RailTel POP. RailTel shall provide suitable rack space and power supply (-48V DC/230VAC) in its POPs. RailTel has installed Juniper Routers at RailTel's POP and these routers have multiple ports at the level of E1, DS3, STM-1, GE and FE. Adequate nos. of ports/interfaces shall be provided for terminating the Internet Bandwidth.

c) Project Implementation Scheme

A detailed project implementation schedule should be provided, clearly mentioning the various stages of implementation and the milestones thereof.

3.26 Liabilities of RailTel

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

3.27 Proposal Process Management

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

3.28 Authorization to Bid

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

3.29 Intellectual Property

Deleted.

3.30 Delivery and Installation

The bidder shall be responsible for delivery of the requisite Internet Bandwidth including installation and commissioning of CPEs at the sites specified in the purchase order and for making them fully operational at no additional charge within the time period as specified in section 3.14 or the duration committed by the bidder, whichever is earlier.

If the bidder fails to deliver and/or install the requisite equipments ordered within the stipulated time scheduled or by the date as extended by RailTel, it will be construed as a breach of contract and suitable liquidated damages will be levied as described in section 3.31.

3.31 Liquidated Damages

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

3.32 Change of Ownership of firm

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

3.33. Variation in Quantum of Bandwidth

- i) The quantities indicated in Schedule of Requirements are approximate and may be varied at the time of awarding of the Contract.
- ii) The Contract value may vary within +/-50% of each individual SOR's. In case of such variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-50% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.
- iii) RailTel would order amount of bandwidth necessary as may be required at the time of work and increase or decrease in the bandwidth subsequently by giving 15(Fifteen) days notice. It can also be dividing the order among different bidders as specified in SOR

3.34 Force Majeure

Force major shall mean –

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

Chapter-4

PBG Format

**Performance Bank Guarantee
(On stamp paper of Rs 100)
(To be used by approval Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, : Sector-44, Plot No.143, Gurgaon-122003(Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

Dated the day of 2014
for
(indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name



Deviation Sheet Format

Clause No.	Deviation Detail

End of tender document
