



REQUEST FOR PROPOSAL (RFP) for

“Selection of business partner for supply, installation, maintenance and operation of Ground Based Mast (GBM) and Roof Top Poles (RTP) on Railway premises/buildings pan India”

RFP no. *RailTel/RFP/OT/CO/Mktg/2018-19/GBM&RTP installation/453*

Last Date for submission - 08.03.2019

RailTel Corporation of India Ltd. (A Government of India Undertaking)

CIN : U6402DL2000GOI107905

Corporate office : 143, Sector -44, Gurugram – 122003 NCR (India)

Regd. Office : 6th Floor, IIIrd Block, Delhi Technology Park, Shastri park, Delhi – 110053

Website : www.railtelindia.com

NOTICE

RFP No. RailTel/RFP/OT/CO/Mktg/2018-19/GBM&RTP installation/453

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites Request for Proposal (online + offline bids) for “Selection of business partner for supply, installation maintenance and operation of Ground Based Mast (GBM) and Roof Top Poles (RTP) on Railway premises/buildings pan India”. The critical dates & events are as below:

Opening Date of RFP Downloading	:	11.02.2019
Date and time of Pre Bid Meeting **	:	22.02.2019 at 1530 hrs
Due Date and time of Submission of RFP	:	08.03.2019 till 1500 hrs
Date and time of Opening	:	08.03.2019 at 1530 hrs
Earnest Money Deposit (EMD) *	:	Rs. Twenty (20) Lakh
RFP Fees Only)+GST extra	:	Rs.25,000/- (Rupees Twenty five Thousand

**** Bidders who have purchased RFP document will only be eligible to attend the pre-bid meeting.**

Prospective bidders are required to direct all communications related to this EOI, through the Nominated Point of Contact persons:

Contact : SH. SHAHWAZ BEG
Position : MANAGER/MARKETING
Email : SBEG@RAILTELINDIA.COM
Telephone : +91-9717644177
Fax : +124-4236084

In case of difficulties-

Contact : SH. P VIKRANT KUMAR
Position : DEPUTY GENERAL MANAGER/MKTG
Email : VIKRANTK@RAILTELINDIA.COM
Telephone : +91-9003144205
Fax : +124-4236084

NOTE: 1. All firms are required to submit hard copy of their RFP submissions, duly signed by Authorized Signatories with Company seal and stamp.

2. Bids received after due date and time shall be rejected.

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1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2008 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel with strong nationwide presence hold USAL, NLD and IP-1 license and is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

2 Scope of Work

- 2.1 RailTel invites bids from firms (Telecom Service Providers/IP-1 license holders) having previous experience in installation, maintenance and operation of Ground Based Mast (GBM) and Roof Top Poles (RTP) to supply, install, maintain and operate the GBM/RTP on Railway premises as per requirement of RailTel and bidder.
- 2.2 RailTel intends to execute a contract engagement wherein RailTel in collaboration with selected bidder' will build/install GBM/RTP at various railway premises as per the requirement of the bidder and RailTel and will lease out these GBM/RTP or services to their customers. Once executed this will help the various telecom operators to strengthen their existing network capabilities, improve the quality of mobile services for Rail users.
- 2.3 The project entails installation of GBM/RTP sites across the nation in Railway premises and continued maintenance & operations of the same by the bidder.
- 2.4 Each GBM/RTP shall be capable of providing Managed colocation services to minimum three cellular operators as per clause no.6.1.1. of this RFP document.
- 2.5 Selected bidder (L-1 bidder) will have to install/erect the GBM/RTP (basis on site feasibility) as per the requirement and will be paid by RailTel in the form of free one tenancy out of three tenancies for a specific period of time called Guaranteed Lease Period (GLP). Guaranteed Lease Period (GLP) will be derived as follows.

Description	Amount (INR)
Quote of L-1 bidder for installation of GBM or RTT site	X
RailTel annual GBM/RTP colocation tariff	Y
Guaranteed leasing period (GLP) for bidder	$Z = X/Y \text{ days\#}$

Details of GLP calculation is at clause no 4 below

- 2.6 RailTel's GBM/RTP co-location tariff (excluding GST) for the sites under this RFP is as follows:

Description/City classification	Ordinary Cities	State Capital & Specified Cities	Metros/Mini Metros	Within New Delhi	Within Mumbai
RailTel annual tariff for one Tenancy	₹ 3,93,750	₹ 4,31,250	₹ 4,31,250	₹ 6,93,750	₹ 8,81,250

- 2.6.1 The above-mentioned tariff is applicable only for L1 bidder, for the sites installed under this RFP terms and conditions.
- 2.6.2 Any additional installation apart from package mentioned in clause 6.1.1 shall be charged extra. The rates shall be finalised during agreement sign off with L1 bidder.
- 2.6.3 Classification of the cities is mentioned in Annexure-V of this RFP document.
- 2.7 Each GBM/RTP shall be installed as per the approved structure of Railways only and as per the specifications mentioned at Annexure – III.
- 2.8 RailTel will lease out remaining two GBM/RTP colocation spaces to its customers. The discount of 10% on second tenant and discount of 10% on third tenant will be offered, from the date of respective occupancy on the site, to bidder. The discounts earned by the bidder from second and third tenancy will be applied to increasing the GLP proportionately. Bidder shall continue managing the sites after GLP.
- 2.9 Bidder shall allow second and third tenancies, mentioned in clause no 2.8, to install their radio equipment. Bidder shall arrange the required power supply for second and third tenancies and shall maintain it as per clause no 6.1.2 of this RFP document. OFC of the bidder or any third party will not be allowed on the site. In case bandwidth connectivity is required to the sites so created, bidder shall take the bandwidth from RailTel and RailTel will arrange fibre connectivity till the site from its nearest POP within 1 month from the date of installation of GBM/RTP. Bandwidth charges will be mutually agreed. Bidder will provide space, power and earth for RailTel to put equipment and terminate OFC in the setup at no cost to RailTel. While there is provision for using MW antennae to use the site, bidders are encouraged to use RailTel's OFC bandwidth to provide stable and high capacity connectivity.

3 Period of Contract

- 3.1 The period of this contract shall be for five years or period equivalent to guaranteed lease period (GLP), calculated as per clause 2.5 above, whichever is higher and the same may be further extended on mutual consent.

4 Ownership of the GBM/RTP

- 4.1 The GBM/RTP installed by the selected bidder along with DG/Battery back-up, shelter, rack and associated cables shall be owned by RailTel from the date of handover and in no way the selected bidder who installs the GBM/RTP will claim or will have ownership on the installed GBM/RTP and other related infrastructure. Bidder shall handover the infrastructure to RailTel along with
- Jointly signed handover/takeover note after due inspection by RailTel officer
 - Structural analysis copy
 - Two copies of detailed drawings including GBM/RTP and foundation duly certified by architect

iv. Bill of material along with Installation report

4.2 After construction of GBM/RTP, bidder will raise an invoice (for each GBM/RTP including supplementary infrastructure) on RailTel for the amount quoted in their bid for construction of GBM/RTP.

4.3 **Procedure for transfer of ownership and payment settlement:**

- 4.3.1 Tariff for GBM/RTP colocation applicable only to L1 bidder is mentioned in clause no 2.6.
- 4.3.2 GBM/RTP construction cost (supply, installation and O&M) will be finalized through this RFP.
- 4.3.3 During GBM/RTP construction period, all the bills will be in the name of bidder
- 4.3.4 After handover of site to RailTel, L1 bidder will raise an invoice on RailTel for the amount quoted in their bid for construction GBM/RTP (Each GBM/RTP separately).
- 4.3.5 Railtel will book that invoice amount as a capital expenditure and will book in Gross Block of the company after creating liability in the name of vendor.
- 4.3.6 For the calculation of GLP, 10% discounting factor on the published annual tariff will be used.
- 4.3.7 Receivable invoice will be raised by the L1 bidder for GLP calculated as per above clause
- 4.3.8 Receivable and payable will be setoff and there will not be any payable or receivable in the books of the company up to GLP.

4.4 **Illustration**

- 4.4.1 For example, GBM/RTP leasing tariff is Rs 4,00,000/- per annum per tenancy for GBM.
- 4.4.2 Cost of GBM/RTP including O&M as identified in bidding comes to Rs 15,00,000/- for GBM
- 4.4.3 After handover of site to RailTel, bidder will raise an invoice of Rs 1500000/- for GBM in the name of RailTel Corporation of India Limited
- 4.4.4 RailTel will capitalize this amount of Rs 15,00,000/- and charge depreciation on the same as in case of other assets
- 4.4.5 Since this Rs 1500000/- is considered as an advance payment, hence rates per year after 10% discounting factor and after deducting O&M at the rate of 3% per annum of the cost of GBM/RTP will be as under.

Year-1	Rs 355000
Year 2	Rs 322727
Year 3	Rs 293388
Year 4	Rs 266717
Year 5	Rs 242470
Year 6	Rs 220427

4.4.6 Guaranteed Lease Period (GLP) will be calculated as under

Year	Annual Tariff	O&M Per Year	Price after O&M	Annual Tariff with 10% NPV	Available amount of Rs 15 lakh utilization	GLP in no of Days
Year 1	400000	45000	355000	355000	355000	365
Year 2	400000	45000	355000	322727	322727	365

Year 3	400000	45000	355000	293388	293388	365
Year 4	400000	45000	355000	266717	266717	365
Year 5	400000	45000	355000	242470	242470	365
Year 6	400000	45000	355000	220427	19698	33
Total				1700729	1500000	1858

1. Receivable invoice will be raised for an amount of Rs 15,00,000/- for 1858 days. Income will be booked in deferred revenue and receivable will be credited for full amount.
2. Receivable of Rs 15,00,000/- will be set off with payable of Rs 15,00,000. After GLP, bidder will pay annual leasing charges as per clause no 2.6 with 2.5% annual escalation to RailTel.
3. GST, as applicable, shall be charged extra.

5 Eligibility Criteria

SN.	Eligibility criteria	Document required
5.1	The bidder shall be IP-1 license holders.	Copy of valid IP-1 registration.
5.2	Bidder shall be a company registered in India since the last five years	Copy of Certificate of incorporation.
5.3	Bidder shall be solely responsible for the execution of the project as a single point solution provider.	Self-undertaking by the bidder
5.4	The bidder should have implemented at least 300 GBM/RTPs (GBM/GBT) (in total) in the last three financial years. The proof should be applicable to bidder and not for its group companies/ subsidiary companies/ parent company. Only completed projects will be considered for this criterion.	Attach copy of Documentary evidence in the form of Work Order/ Purchase Order/ Contract and Completion Certificate in this regard.
5.5	The Bidder should have positive net worth during the last three financial years ending 31 st March of the previous Financial Year as on Last Bid Submission Date. The net worth should be applicable to bidder and not for its group companies/ subsidiary companies/ parent company/ consolidated.	Statutory auditor certificate
5.6	The Bidder should have average annual turnover of at least Rs. 5000 Crores (Rupees Five Thousand Crore Only) during the last three financial years ending 31 st March of the previous Financial Year as on Last Bid Submission Date. The turnover should be applicable to the bidder and not for its group companies/ subsidiary companies/ parent company/ consolidated.	Copy of audited financial statements (Balance Sheet and Profit & Loss statement) of the bidder.
5.7	The bidder should have at least 100 full time technical professionals involved in installation, commissioning and maintenance of GBM/RTP infrastructure activity on its rolls.	Certificate from HR Head
5.8	Bidder must not have been blacklisted by any Government Department/ PSUs/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.	Certificate from the Company Secretary

6 Roles and responsibilities

- 6.1 Bidder shall be responsible for the following activities:

- 6.1.1 Supply, Installation, Operation and Maintenance of GBM/RTP and associated infrastructure capable of providing Managed GBM/RTP colocation services to minimum three cellular operators in Railway approved Space and drawing, for Colocation/s to accommodate at least three BTS sites. Each BTS site should include minimum **“One BTS Rack space and mounting capability for four nos. of 0.6m MW antenna or two no. of 1.2m MW antenna, six nos. of GSM/CDMA/LTE panel antennae and 6 nos. of RRU/RRH”**. The requirement of site creation may be of RailTel or bidder, bidder shall create the site within two months from the date of issue of purchase order, any delay if on account of permissions from Railway/RailTel will not be considered in site installation period and for calculating the penalty for delay in installation.
- 6.1.2 Bidder shall make necessary arrangements to provide required power supply at the site to at least three operators and RailTel shall facilitate permission from Railway for raw power. Wherever RailTel/Railways is not in position to provide electricity, bidder shall obtain the same from state power utility in the name of M/s RailTel Corporation of India Ltd. RailTel shall facilitate no objection certificate from Railways. All expenses in this regard shall be borne by bidder. Electrical Connection so taken must meet the load of at least three operators
- 6.1.3 The bidder shall arrange sub-meters at his cost to each of the tenant.
- 6.1.4 Power backup (DG/Battery) catering the load of minimum 3 operators has to be arranged by the selected bidder at his own cost. Housing of DG set/Batteries has to be ensured within the approved space only. Additional space/rack will be permitted, subject to feasibility, on chargeable basis. All the equipment envisaged in the said collocation shall be housed on the approved structure only.
- 6.1.5 Air-Conditioning Charges: The space provided though this RFP are bare open spaces and no Air-Conditioning facility has been available on these spaces. If required, the bidder shall arrange and maintain the Air-Conditioning at its own cost as per its requirement with prior approval of RailTel.
- 6.1.6 Compliance of all statutory laws of land including those of Central, State and local Authorities concerned, applicable on date or in future, for the operation of services or businesses of bidder using RailTel's/Railways assets. RailTel in no way shall be answerable or liable or responsible to any suits, litigations or penalties arising out of violation of any such laws by bidder.
- 6.1.7 SACFA, WPC and any other statutory clearances for bidder's operation at these sites.
- 6.1.8 Any damage to the GBM/RTP structure and other railway property due to negligence of bidder in course of installation and maintenance shall be made good by bidder and the entire cost including incidental charges will be borne by the bidder.
- 6.1.9 Before installation of GBM/RTP, bidder shall obtain siting clearance from DoT to ensure that no interference with other wireless users, no aviation hazards and no obstruction to any other existing microwave links.
- 6.1.10 Bidder shall ensure that all requisite safety measures are taken to guard against human health & life and advise the precautions to be taken by personnel during operation and maintenance.

6.2 RailTel shall be responsible for the following activities:

- 6.2.1 RailTel will arrange the necessary approvals from Railways.
- 6.2.2 RailTel will provide the space and facilitate for power supply from Railways. The entire construction work comprising civil, electrical have to be arranged by the successful bidder. The required permissions for using the space shall be arranged by RailTel without any extra cost to the bidder

- 6.2.3 During the maintenance period, RailTel will issue or arrange to get issued entry passes to Bidder personnel, to ensure their easy accessibility round the clock to Station premises. However, issue of such passes will be restricted to 2 persons per tenant per site or as decided by RailTel.

7 General conditions

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of site visits etc. for the purposes of clarification of the bid, if so desired by RailTel.
- 7.2 The Bidder should examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.
- 7.3 In case of any discrepancy between bid amount in figures and in words, the amount in words shall govern.
- 7.4 Bidder shall mandatorily quote for all the categories mentioned in Annexure IV (Financial Bid Form) of this RFP document
- 7.5 Bidder shall allow the Railway/RailTel free access at all times to the said land, the buildings, works and conveniences thereon whether completed or in course of construction and the bidder shall whenever so requested by the Railway/RailTel (Administration) forthwith pull down, rebuild, replace or repair any part or parts of such buildings, works and conveniences which the RailTel shall consider to be improperly situated or of defective design or construction or in want of repair, whether the Administration shall have previously approved the same or not.
- 7.6 Bidder shall not sublet the said premises without the consent in writing of RailTel.
- 7.7 Bidder shall not make use of the said land for any other purpose not specified in this RFP document.
- 7.8 Payment terms will be quarterly in advance after completion of GLP.
- 7.9 Payment towards electricity consumption: Bidder shall make the payment towards electricity, from the date of site made operational, as per the invoices raised by RailTel based on the actual units consumed and indicated in the invoices raised by Railways to RailTel. In the absence of invoice from Railways, RailTel shall raise the invoices on the basis of actual units consumed on the sub-meter, the unit charges shall be as per the last invoice of Railways. Any excesses or shortages shall be adjusted in next billing cycle.
- 7.10 The lease charges shall be enhanced by 2.5% annually after the completion of GLP
- 7.11 The successful bidder shall install sub-meter at its own cost for all the services.
- 7.12 During operation and maintenance of the site, bidder has to maintain the service uptime (power availability) of 99.95% per month. SLA penalty will be as follows

Service Uptime per quarter	Penalty on quarterly recurring charges
99.95% or greater	0
99.5% or greater but less than 99.95%	5%
99% or greater but less than 99.5%	10%
Less than 99%	15%

During GLP period, the above-mentioned penalty will be adjusted in the GLP. After GLP period, the bidder shall have to pay the penalty along with quarterly payment.

- 7.13 During the execution of project, if requirement for GBM and RTP is received for any site from the two selected L-1 bidders of GBM and RTP, based on feasibility, preference shall be given for GBM.

- 7.14 Any location where GBM has already been erected under this RFP, then permission for RTP shall not be given and any location where RTP has already been erected under this RFP, then permission for GBM shall not be given unless the existing infrastructure is not able to meet the requirement as determined by RailTel
- 7.15 The selected L-1 bidder of RTP shall install poles required for one tenant but shall provision and maintain power and back up required for at least 3 tenants.
- 7.16 Once L 1 rate is finalized with qualified bidder, L1 rate will be offered to other technically qualified bidders to match. All the bidders who agree for L1 rate will qualify to enter into an agreement with RailTel in addition to L1 bidder.
- In case the L1 bidder refuses to install the infra at any RailTel required site, then the site shall be offered to other bidders with whom RailTel has entered into agreement as above. L-1 bidder shall intimate in writing within 7 days of such request to RailTel about his inability to install the infrastructure at that location. If there is no response in writing/email from the L1 bidder in the given time, it shall be deemed as refusal and RailTel will offer the said site for GBM/RTP construction to L2 bidder.
- Second right of refusal for infra installation will be with L2 bidder and in case L2 refuses to build the infra, the next right of refusal will be passed to L3 bidder.
- L1, L2 and L3 bidder will be decided on the basis of first lowest quote, second lowest quote and third lowest quote respectively.
- 7.17 Power consumption charges shall be paid on actual basis by all tenants and DG filling charges shall be borne equally by all the tenants.
- 7.18 The bidder has to maintain the site from the date of installation. O&M charges at the rate of 3% per annum of L1 rate shall be paid to bidder in the form of GLP enhancement. After GLP period, if bidder continues to be in the site, then O&M charges will be adjusted against the annual rental payable to RailTel by bidder.

8 Technical Evaluation

- 8.1 Bidders shall submit a technical proposal containing:
- 8.1.1 Compliance to minimum technical requirements
- 8.1.2 Response to Technical Evaluation Criteria
- 8.1.3 List of locations where installation of GBM/RTP is proposed.
- 8.1.4 Certificate as per clause no 34.2
- 8.1.5 Other formats as mentioned in the RFP document

Technical Evaluation Criteria

Eligibility criteria	Document required	Marks
The bidder should have implemented at least 300 GBM/RTPs (in total) in the last three financial years.	Attach copy of Documentary evidence in the form of Work Order/ Purchase Order/ Contract and Completion Certificate in this regard.	< 500 & >=300 GBM/RTPs – 10 Marks <1000 & >=500 GBM/RTPs – 20 Marks >=1000 GBM/RTPs – 30 Marks
Average Annual Turnover of the Bidder in the	Audited financial	INR 5000 Cr to 7000 Cr

last 3 financial years. (FY 15-16, 16-17 & 17-18)	statements (Balance Sheet, P&L Statement, Notes to account) for the last three financial years.	– 10 marks Above INR 7000 Cr to 10000 Cr – 20 marks Above INR 10000 Cr – 30 marks
Commitment of GBM/RTP installation	Letter from MD/CEO	100 nos. of sites – 5 marks Above 100 nos. to 300 nos. – 10 marks Above 300 – 15 marks
Period of fulfilment of commitment of GBM/RTP installation	Letter from MD/CEO	Within 18 months – 5 marks Within 12 months – 10 marks Within 6 months – 15 marks
Minimum commitment period of leasing GBM/RTP space (including free period)	Letter from MD/CEO	3 years to 5 years – 5 Above 5 years – 10

9 Procedure for Submission of Bids

9.1 Online Submission:

Submission of Bids only through online process is mandatory for this RFP. E-RFPing is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-RFPing mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic RFPing, RailTel has decided to use the portal <https://www.tcil-india-electronicRFP.com> through TCIL, a Government of India Undertaking. This portal is based on the most ‘secure’ and ‘user friendly’ software from Electronic RFP®. A portal built using Electronic RFP’s software is also referred to as Electronic RFP System® (ETS). Benefits to Suppliers are outlined on the Home-page of the portal.

RFP Bidding Methodology:

Sealed Bid System - ‘Single Stage - Double Envelope’: In this, bidder has to submit Technical bid as well as commercial via “ONLINE MODE”.

9.2 Broad outline of activities from Bidders Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on Electronic RFPing System (ETS)
- Create Users and assign roles on ETS
- View Notice Inviting RFP (NIT) on ETS
- Download Official Copy of RFP Documents from ETS (Important)
- Clarification to RFP Documents ETS
- Bid-Submission on ETS
- Attend Public Online RFP Opening Event (TOE) on ETS.
- View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel’s Post-TOE queries

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

9.3 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>].

9.4 Registration

To make use of the Electronic RFP portal ([https:// www.tcil-india-electronicRFP.com](https://www.tcil-india-electronicRFP.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-RFPing 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-electronicRFP.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: 91-11-26202699 (Multiple lines)

E-mail ID: ets_support@tcil-india.com

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

RailTel Contact (for general Information)

P Vikrant Kumar

DGM/Marketing

Phone no. 0124 2714072, Fax 0124 4236084

9.5 Bid related Information for this RFP (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- a. Submission of Bid Security/ Earnest Money Deposit (EMD)
 - b. Submission of digitally signed copy of RFP Documents/Addenda
 - c. Two ` (Part I –Credential/ Techno commercial Bid and Part II - Price Bid)
- The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexures (Optional).
- d. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
 - e. (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.

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

9.6 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 RFP document, in a Sealed Envelope. The envelope shall bear (the RFP name), the RFP number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a. Documents against eligibility and evaluation criteria.
- b. EMD-Bid Security in Original, in favour of RailTel Corporation of India, Payable at New Delhi. (with RFP No., Name of Firm & Mob. No. written on back side of envelope A)
- c. DD/ Bankers cheque in original against payment of RFP fee in favour of RailTel Corporation of India, Payable at New Delhi. (with RFP No., Due date of Opening of RFP, Name and contact No. of Firm written on back side of DD)
- d. Power of attorney to be submitted in accordance with RFP Conditions.

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

9.7 Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted in RailTel Office before RFP opening date. Online Bids without these documents will be summarily rejected.

9.8 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 RFP's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypted 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-RFPing 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 RFP Opening Event (TOE), even if there is connivance between the concerned RFP-opening officers of the Buyer organization and the personnel of e-RFPing service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online RFP Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned RFP Opening Officers who will open the bid. Else RFP Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the c,t-end computer of a Supplier organization to the e-RFP 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 RFP Opening Event (TOE) along with other offline submissions.

9.9 Public Online RFP Opening Event (TOE)

ETS offers a unique facility for 'Public Online RFP Opening Event (TOE)'. RFP Opening Officers as well as authorized representatives of bidders can attend the Public Online RFP 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 RFP 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 RFP. 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 RFP Opening Event (TOE)' covering all important activities of 'Online RFP 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 RFP, 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 RFP 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).

9.10 Other Instructions

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

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.

9.11 Key Instructions

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 RFP submission deadline on ETS.
2. Register your organization on ETS well in advance of your first RFP 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 RFP submission deadline on ETS.
5. Bidder should ensure that official copy of RFP document has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the RFPing process.
6. Submit your bids well in advance of RFP submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

9.12 Minimum Requirements at Bidders end

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

9.13 Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-RFPing 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-RFP smoothly without any problem. Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training

Tentative Dates

xx xx, 2019

Venue

RailTel Corporation of India Limited,

Plot No. 143, Sector-44,

Opp. Gold Souk Mall,

Gurgaon -122003.

Vendors Training Charges :Rs. 2,800/-(Per Participant+GST) per training day

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

For further assistance please contact TCIL Helpdesk as specified below.

Customer Support: +91-11-26241790 (Multiple Telephone lines)

Emergency Mobile Numbers: +91-9868393792, 9868393717, 9868393775

Helpdesk email ID: ets_support@tcil-india.com

9.13.1 Any bidder not participating in training shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later.

9.13.2 No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of RailTel might result in any avoidable delay to either the Auction or the whole process of selection of bidder.

9.14 Do's and Don'ts applicable to the Bidders

9.14.1 No bidder shall involve himself/ itself or any of his/ its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, RailTel shall disqualify the bidders concerned from the e-RFPing process.

9.15 Errors and omissions

On any issue or area of material concern respecting e-Procurement/ RFPing process not specifically dealt with in these Business Rules, the decision of RailTel shall be final and binding on all concerned.

9.16 Clarification on RFP Document

9.16.1 Prospective bidder requiring any clarification on the RFP Document may submit his queries, in writing, through email or by posting RailTel's mailing address and as per schedule indicated in Clause 7 of "Section I: Invitation to Bidders". The queries must be submitted in the following format:

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required
1			
2			

RailTel will respond, to any request for clarification to queries on the RFP Document, received not later than the date of pre-bid meeting. RailTel's response (including the query but without identifying the source of query) shall also be communicated by e-mail to all prospective bidders without disclosure of the source of the query. Clarifications shall also be posted on RailTel website (<http://www.RailTelindia.com>) and/or <https://www.tcil-india-electronicRFP.com>).

9.17 Amendment of RFP Document

9.17.1 At any time prior to the last date for receipt of bids, RailTel, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. It shall not be mandatory for RailTel to disclose the reasons for this change.

9.17.2 The amendment will be notified through website of RailTel(<http://www.RailTelindia.com>) and/or <https://www.tcil-india-electronicRFP.com>) and would be binding on all Bidders. The amendments would also be notified through e-mail to the Bidders who have purchased RFP document from RailTel's office as mentioned in "Section I: Invitation to Bidders".

9.17.3 In order to provide prospective Bidders reasonable time in which to consider the amendment in preparing their bids, RailTel, at its discretion, may extend the last date for the receipt of Bids.

9.18 Language of Bids

9.18.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RailTel, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

9.19 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise two packets with the following components:

Envelope A

Technical Bid - The Technical Bid shall comprise of the following:

9.19.1 Receipt of cost of RFP document as per clause 13

9.19.2 Earnest Money Deposit as per clause 13

9.19.3 Notarized Power of Attorney executed by the Bidder in favour of the duly Authorized Representative, certifying him as an authorized signatory

9.19.4 Bidder Profile as per Annexure- I

9.19.5 Response to Eligibility Criteria and evaluation criteria along with document proofs.

Envelope B

9.19.6 Financial Bid: As per annexure-IV

9.20 Authorized Signatory

9.20.1 For the purpose of submission of the bid, the Bidder may be represented by either the Principal Officer (MD / CEO / Company Secretary) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority (Power of Attorney or Board Resolution). All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.

9.20.2 It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as:

9.20.3 Constituted attorney of the firm, if it is a company

9.20.4 Bidders must submit documentary evidence for power-of-attorney along with the technical bid. Bids not accompanied by the power of attorney shall be treated as non-responsive.

10 Evaluation of Bids

- 10.1 Technical bids shall be opened and evaluated initially
- 10.2 Bidders receiving at least 65% score in technical evaluation shall be qualified for financial evaluation.
- 10.3 In the financial evaluation, bidders may quote for GBM and RTP for various category of locations as per Annexure IV of this RFP.
- 10.4 Bids received for GBM and RTP will be evaluated separately and L-1 bid will be selected separately for final consideration
- 10.5 If same L-1 quote is received in more than one bid, then the bidder with higher technical qualification marks shall be considered as L-1
- 10.6 If the bids received with same L-1 quote obtains the same technical score, then the bid with higher score for technical eligibility criterion – Sum of Commitment of GBM/RTP installation and Period of fulfilment of commitment of GBM/RTP installation shall be considered as L-1
- 10.7 If the rates quoted by L1 bidder are not in line with the rates prevailing in the market, RailTel has the right to reject the offer.
- 10.8 RailTel reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. RailTel's decision in this regard shall be binding and final.

11 Award of work

- 11.1 RailTel will notify the successful Bidders in writing by registered letter/e-mail or by fax that its bid has been accepted. The Bidder shall provide his acceptance within a week of such notification. After notification of award, bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the agreement as per clause 11.3.
- 11.2 Upon the successful Bidders' furnishing of performance bank guarantee pursuant to **Clause 14 of this RFP**, RailTel may notify each unsuccessful Bidder and will discharge their EMD.
- 11.3 Selected Bidder shall have to enter into a written agreement with RailTel for honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the project awarded by RailTel.
- 11.4 In case any selected bidder refuses to sign agreement within 30 (thirty) days of communication from RAILTEL, the offer would be treated as withdrawn and the bidder's EMD will be forfeited. The defaulting bidder may also be debarred from participating in RailTel RFPs for a period of three years.
- 11.5 In the event of a selected Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with RailTel, shall be passed on for compliance by the new company in the negotiation for their transfer.
- 11.6 In case of selected bidder is found in breach of any condition(s) of RFP, at any stage during the course of supply / installation, the legal action as per rules/laws, shall be initiated against the bidder and EMD/ PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with RailTel

12 Local Conditions

- 12.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors at the respective locations, sites and offices which would have any effect on the performance of the contract and / or the cost.

- 12.2 The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost. RailTel shall, however, provide him necessary permissions if the details of the visit schedule are made available in advance.
- 12.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for project will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.
- 12.4 It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the RFP documents.
- 12.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by RailTel and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by RailTel on account of failure of the Bidder to appraise themselves of local laws and conditions.

13 Earnest Money Deposit (EMD) and RFP fee

- 13.1 An Earnest Money Deposit (EMD) of **Rs.20,00,000/- (Rupees Twenty Lakh only), in the form of Demand Draft issued by a Nationalized / Scheduled Bank** valid for 90 (Ninety) days from the date of bid submission must accompany all bids. The Demand Draft issued by Nationalized / Scheduled bank should be drawn in favour of "RailTel Corporation of India Limited" payable at New Delhi. The validity of demand draft may also be extended on the request of RailTel.
- 13.2 DD/ Bankers cheque of Rs.25,000/- plus GST as applicable against payment of RFP document in favour of RailTel Corporation of India, Payable at New Delhi. (with RFP No., Due date of Opening of RFP, Name and contact No. of Firm written on back side of DD/Cheque) . Bidders who have purchased RFP document will only be eligible to attend the pre-bid meeting
- 13.3 Bids not accompanied by Cost of RFP document and / or EMD shall be treated as non-responsive.

14 Performance Bank Guarantee (PBG)

- 14.1 Successful bidder shall furnish Performance Guarantee in favour of "RailTel Corporation of India Ltd. payable at New Delhi" as per format provided in the bid document annexure-II for an amount of Rs.25,00,000/- (Twenty-Five Lakh only) valid for the period of 5 years or GLP as per clause 4.4.6 of this RFP document, whichever is higher, from the date of LOA, issued by a Nationalized / Scheduled Bank per category (GBM and RTP).
- 14.2 The performance guarantee will be in the form of bank guarantee towards faithful performance of the contract obligation, and performance of the services during contract period.
- 14.3 The successful bidder is deemed to have entitled RailTel to encash the PBG without any reference to the successful bidder in any of the following instances
 - 14.3.1 Failure of bidder to fulfil the technical eligibility criteria submitted vide clause no 8 of this RFP document
 - 14.3.2 Failure of bidder to comply with the SLAs mentioned vide clause no 7.12 of this RFP document continuously for a year

- 14.3.3 Failure of bidder to permit 2nd and 3rd operator to install equipment on the infrastructure created through this RFP
- 14.3.4 If the bidder provides false information during the participation of RFP or during the implementation of the project
- 14.3.5 In case of non-compliance of clause 7.5 or clause 34.1.

15 Consortium Related Conditions

Consortium bid is not allowed.

16 Exit Clause

- 16.1 The minimum lock-in period for any site will be equal to GLP period for that site. In case, bidder wants to exit the site during GLP period, no refund shall be permissible.

17 Indemnity

- 17.1 The Bidder shall indemnify RailTel from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - 17.1.1 any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or
 - 17.1.2 any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder
 - 17.1.3 any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
- 17.2 The Bidder shall also indemnify RailTel against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 17.3 Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and its liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third-party claims.
- 17.4 In an event of a loss/ physical loss/damage to Railway property during the execution of work or during the contract period, successful bidder will be required to get the make good of that property without any cost implication to Railways/RailTel.

18 Default

- 18.1 The successful bidder shall execute the work with due diligence and expedition, keeping to the approved time schedule. In this project, occurrence of following would constitute an event of default:
 - 18.1.1 Should the successful bidder not start the work within 10 business days from the date of purchase order
 - 18.1.2 Should the successful bidder miss the delivery milestones as agreed in the project plan created with the successful bidder/or as per RailTel approved extended timelines by more than 25 percent due to delays solely attributable to successful bidder,
 - 18.1.3 Should the successful bidder breach the SLAs as defined in clause 7.12 of this RFP/or as condoned by RailTel for two consecutive quarters in a year on same SLA

18.1.4 Should the successful bidder fail to make the quarterly payments after GLP.

18.2 In the event of occurrence of defaults as mentioned above, RailTel at its own discretion may decide to give another thirty to sixty days' notice in writing to the successful bidder requiring him to make good the neglect or contravention complained of and to bring the project back on its estimated timelines of project plan as approved by RailTel.

18.2.1 In the event of successful bidder failing to rectify its default even after the expiry of above mentioned notice period, it shall be lawful for RailTel to terminate the existing contract with successful bidder and to take the work wholly or in part out of the successful bidder's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of RailTel.

19 Penalties for delays in implementation

19.1 If the successful bidder fails to implement the site within the time specified in this RFP or within the period of extension granted, the successful bidder shall pay penalties at the rate of 0.5% of total annual payments to RailTel for the current year per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract. This penalty shall be adjusted in the GLP.

19.2 The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total annual payments to RailTel for the current year

19.3 If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract

20 Termination Clause

RailTel may terminate the contract if the successful bidder:

20.1 Becomes bankrupt or insolvent

20.2 makes an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or

20.3 being a Company or Corporation, goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or

20.4 assigns the contract or any part thereof otherwise than as provided in Terms & Conditions, or

20.5 abandons the contract, or

20.6 fails to remove materials from the site or to pull down and replace the work after receiving from the Indian Railway's / RailTel's Engineer's notice to the effect that the said materials or works have been condemned or rejected, or

20.7 fails to carry out the works as per contractual terms or

20.8 breach of agreement or any of the terms and conditions mentioned in this RFP or

20.9 promises 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

RailTel shall have the right to (a) measure up the whole or part of the work from which the successful bidder has been removed and (b) to get it completed by another Bidder, the manner and method in which such work is completed shall be in the entire discretion of RailTel whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled (i) to forfeit the whole or such

portion of the Performance Bank Guarantee as it may consider fit, and (ii) to recover from the successful bidder the cost of carrying out the balance work

Note: Provided always that in any case in which any of the powers conferred upon RailTel by Sub-clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof and such power shall withstanding be exercisable in the event of any future case of default by the successful bidder for which his liability for past and future shall remain unaffected

In above case, the bidder shall forfeit all the rights conferred by this RFP including free tenancy for the remaining GLP. RailTel shall bill the first tenant from the date of termination.

21 Shifting the infrastructure

- 21.1 In case the space allotted at the station is required by Railways, then RailTel shall facilitate allotting alternate space from Railways and the bidder shall shift the infrastructure to the alternate space and restore the space originally allotted to its former condition. The cost involved in such shifting shall be decided on mutually agreed terms. In this case, GLP shall be extended accordingly.

22 Right of RailTel after termination of contract

In the event of any or several of the courses, referred in clause 18 and 20 above, being adopted:

- 22.1 The successful bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and successful bidder shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract
- 22.2 RailTel shall be within its right to on-board a new partner to complete the project

23 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated:

- 23.1 Violation of the bid submission process.
- 23.2 Commercial Proposal and Technical proposal are not submitted in separate sealed covers
- 23.3 The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the eligibility criteria documents or Technical -Commercial Proposal.
- 23.4 Non-compliance to the conditions of the bidding process
- 23.5 The Bid documents are not signed as per guidelines of the RFP.
- 23.6 The required EMD has not been paid as specified in the RFP.
- 23.7 The Bid validity period is shorter than the required period.
- 23.8 The Bid is not submitted in accordance with this document.
- 23.9 During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.
- 23.10 The bidder qualifies their Bid with their own conditions.

- 23.11 Bid is received in incomplete form.
- 23.12 Bid is not accompanied by all the requisite documents.
- 23.13 Non-responsive Content of the proposal
- 23.14 Information submitted in Techno-Commercial offer is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the contract including the extension period, if any.
- 23.15 The deliverables as given in the Technical solution should be in consonance with the Price Proposal. Any deviations in the final deliverables between Techno-Commercial and Price proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.
- 23.16 Inability to respond in accordance with the bidding guidelines
- 23.17 The successful bidder, invited to sign the contract qualifies the letter of acceptance of the contract with its own conditions.
- 23.18 The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by RailTel.

24 Dispute Resolution

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

25 Force Majeure

- 25.1 Force Majeure shall not include any events caused due to acts/ omissions of the Bidder resulting in a breach/ contravention of any of the terms of the Contract and/or the Bidder's Bid. It shall also not include any default on the part of the Bidder due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

- 25.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 25.3 In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

26 Limitation of Liability

- 26.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
- 26.1.1 The Supplier shall not be liable to RailTel, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to RailTel; and
- 26.1.2 the aggregate liability of the Supplier to RailTel, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify RailTel with respect to intellectual property rights infringement.

27 Insurance

- 27.1 The Goods supplied under this Contract shall be fully insured by the Bidder at his own cost, against any loss or damage. The Bidder shall submit to RailTel, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 27.2 The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.

28 Corrupt Practices

- 28.1 The contractor shall not offer or give or agree to give to any person in the employment of RailTel or working under the orders of RailTel any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with RailTel or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with RailTel. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention

of corruption by public servants shall entitle RailTel to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of this contract.

28.2 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by RailTel from the contractor, shall be decided by RailTel, whose decision thereon shall be final and binding on the contractor.

29 Insolvency and Breach of Contract

29.1 RailTel may at any time, by notice in writing summarily determine the contract without compensation to the bidder in any of the following events, that is to say:

- 29.1.1 If the bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 29.1.2 If the bidder being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- 29.1.3 If the bidder commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to RailTel and provided also the Contractor shall be liable to pay to RailTel for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given-on re-purchase.

30 Laws governing the Contract

- 30.1 This contract shall be governed by the Laws of India for the time being in force.
- 30.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of RFP has been issued.
- 30.3 Jurisdiction of courts- This Courts of the place from where the acceptance of RFP has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

31 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 31.1 The bidder/ bidder's contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify RailTel from and against any claims under the aforesaid Act and the Rules.
- 31.2 The bidder/bidder's contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

- 31.3 The bidder/bidder's contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 31.4 In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 31.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of RailTel due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules RailTel will recover from the bidder, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of RailTel under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by RailTel to the bidder whether under the contract or otherwise. RailTel shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the bidder and upon his giving to RailTel full security for all costs for which RailTel might become liable in contesting such claim. The decision of RailTel regarding the amount actually recoverable from the bidder as stated above, shall be final and binding on the Contractor.

32 Annexure-I (Bidder profile Form)

S. No.	Particulars	Description/ Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	GST Regn Details		Certified copy of valid GST Registration in India	
	GST No.			
	Date			
	Registration Authority			
E.	Legal Status of Company			
F.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			
	b) Outside India			
Full Name and Signature of the Authorized Representative:				

33 Annexure-II (Performance Bank Guarantee Format)

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of Rs. One Hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053 and Corporate office at Plot No. 143, Institutional Area, Sector – 44, Gurgaon-122003, Haryana (Herein after called “RailTel”) having agreed to exempt <indicate the name and address of the contractor>..... (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 fulfilment 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, address, telephone and fax numbers of the Bank> (hereinafter referred to as “ the Bank”) at the request of the said Contractor(s) do hereby undertake to pay RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by 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, <indicate the name of the Bank> do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from 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 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 failure of the said Contractor(s) 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, <indicate the name of the Bank> undertake to pay to RailTel any money so demanded notwithstanding any dispute or disputes raised by the said 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 said Contractor(s) / Supplier(s) shall have no claim against us for making such payment. We, <indicate the name of the 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 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 RailTel that 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 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 effect of so relieving us.

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

We, <indicate the name of Bank>, lastly undertake not to revoke this Guarantee during its currency except with the previous express consent of RailTel in writing.

Dated the day of 2018/19

for

<indicate the name of the Bank>

Witness

1. Signature

Name

2. Signature

Name

NOTE: The Guarantee shall be valid for a period of Three years.

34 Annexure-III (GBM & RTP specifications)

Description	Ground Based Mast (GBM)	Roof Top GBM/RTP/Pole (RTT/RTP)
Number of radio antennae*	6 GSM/CDMA/LTE, 6 RRHs, connectors and cables	6 GSM/CDMA/LTE, 6 RRHs, connectors and cables
Number of MW antennae*	Two with a diameter of 1.2 metres each; or one with a diameter of 1.2 metres and two with a diameter of 0.6 metres each; or four with a diameter of 0.6 metres each. MW antennas will be mounted along with respective ODUs	One with a diameter of 1.2 metres and one with a diameter of 0.6 metres; or three with a diameter of 0.6 metres each. MW antennas will be mounted along with respective ODUs
Height of GBM/RTP	30 meters	12 mts
Wind factor for the location	Up to 180 kmph	Up to 180 kmph.
Power rating of the Operator's equipment *	Upto 2.85 KW	Upto 2.85 KW
Floor space occupied (maximum height of 2.2m)*	Indoor, less than or equal to 0.4 sq. metres; or outdoor, less than 1.5 sq. metres or one Rack space for Transmission equipment's	Indoor, less than or equal to 0.4 sq. metres; or outdoor, less than 1.5 sq. metres or one Rack space for Transmission equipment's

- 34.1 *The above-mentioned specification is for one tenant, bidder shall ensure that minimum three (3) tenant with same specification can be accommodated in the created infrastructure.
- 34.2 Design of GBM should be certified by IIT/SERC and copy of certificate is to be enclosed along with the technical documents
- 34.3 For installation of RTP, bidder should submit structural stability certificate from any CPWD or PWD empaneled structural engineer.
- 34.4 Approval from Railway will be taken before GBM/RTP installation.

35 Annexure-IV (Financial Bid Form)

To,

RailTel Corporation of India Ltd.
Plot no.143, Sector-44, Gurugram (Haryana)

Subject : Commercial Proposal for supply, installation, maintenance and operation of GBM and RTPs

Name of the bidder:

RFP No.:

RFP Date:

Amount in INR (including GST)		
Category	Cost of supply, installation, maintenance and operation of per GBM/RTP capable of serving minimum 3 BTS sites as per clause no. 6.1 of this RFP	
	Ground Based Mast (GBM of 30 mt)	Roof Top Poles (RTP of 12 mt)
Mumbai		
New Delhi		
Metro /Mini Metro		
State Capitals/Specified cities		
Ordinary cities		

Note: Bidder shall mandatorily quote for all the categories mentioned above

Authorized signatory Name:

Signature and Date :

Stamp:

36 Annexure-V (Classification of Cities)

36.1 List of Metros/Mini Metros

- | | |
|--------------|---------------------------|
| 1. Chennai | 2. Kolkata |
| 3. Bangalore | 4. Hyderabad/Secunderabad |
| 5. Pune | 6. Ahmedabad |
| 7. Gurgaon | |

36.2 List of State Capitals and Specified Cities

Name of State/Union Territory	Name of Cities
Andhra Pradesh	Visakhapatnam, Vijayawada
Assam	Guwahati
Bihar & Jharkhand	Patna, Ranchi, Dhanbad, Jamshedpur
Gujarat	Surat, Rajkot, Vadodara
Haryana	Chandigarh, Faridabad
Karnataka	Hubli-Dharwad, Mysore
Kerala	Ernakulam, Kochi
Madhya Pradesh	Bhopal, Indore, Gwalior, Jabalpur
Chhattisgarh	Raipur, Durg, Bhilai
Maharashtra	Nagpur, Aurangabad, Nasik, Solapur
Punjab	Ludhiana, Amritsar, Jalandhar
Rajasthan	Jaipur, Jodhpur, Kota
Tamil Nadu	Coimbatore, Salem, Madurai, Tiruchirappalli
Uttar Pradesh & Uttaranchal	Lucknow, Dehradun, Meerut, Varanasi, Bareilly, Ghaziabad, Gorakhpur, Agra, Allahabad, Kanpur, Noida
West Bengal	Asansol
***Also includes all state capitals	

36.3 List of Ordinary cities

Other than mentioned above.

Note: List of Railway Stations with Latitude and Longitude co-ordinates is enclosed as Annexure VI