



RailTel Corporation of India Ltd.
Chatterjee International Centre , 3rd. Floor,
33A, Jawaharlal Nehru Road , Kolkata 700071,
Tel. No.: 033-44009999, 44041499
FAX: 033-44041490 .

रेल टेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

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

**खुली-E-निविदा संख्या: RailTel/E-Tender/OT/ER/HQ/2019-20/1113 Dt.
22.08. 2019**

IREPS portal: www.ireps.gov.in
RailTel portal – www.railtelindia.com

रेल टेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए , मिजोरम के जिला लुंगलेईमें बुअर्पुई से टेलिकॉम डक्ट तथा लावन्ग्टलाई व सैहा से भूमिगत ओ.एफ.सी. केलोडिंग, अनलोडिंग और स्टैकिंग सहित मिजोरम से गुवाहाटी रेलटेल स्टोर में परिवहन करनेके कार्य हेतु निविदा दस्तावेज.

**TENDER DOCUMENT
FOR THE WORK OF**

**TRANSPORTATION OF TELECOM DUCT FROM BUARPUI (LUNGLEI DIST)
OF MIZORAM AND U/G OFC CABLE FROM LAWNGTLAI & SAIHA OF
MIZORAM TO RAILTEL STORE AT GUWAHATI INCLUDING ALL LOADING,
UNLOADING AND STACKING FOR RAILTEL CORPORATION OF INDIA
LTD., EASTERN REGION**

**रेल टेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड पूर्वी क्षेत्र, ३ व १६ वा तल,
चैटर्जी इंटरनेशनल सेंटर, कोलकाता - ७०००७१**

**RAILTEL CORPORATION OF INDIA LIMITED.
EASTERN REGION, 3RD & 16TH FLOOR,
CHATTERJEE INTERNATIONAL CENTRE,
KOLKATA – 700 071.**

**निविदा दस्तावेज की कीमत - ३५४०/- मात्र (जी.एस.टी. सहित)
COST OF TENDER DOCUMENT : RS.3,540/- ONLY (Incl.GST)**

Date of opening: 20.09.2019

I N D E X

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(This tender document consists of 48 pages)



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E-Tender Notice No. RailTel/e-Tender/OT/ER/HQ/2019-20/1113 Dt.22.08.2019

Website : IREPS portal – <https://www.ireps.gov.in>
RailTel portal – www.railtelindia.com

RailTel Corporation of India Ltd. (RailTel) invites E- Bids for “Transportation of Telecom Duct from Buarpui (Lunglei Dist) of Mizoram and U/G OFC Cable from Lawngtlai & Saiha of Mizoram to RailTel Store at Guwahati by road transport (by road) including all Loading , Unloading and Stacking for RailTel Corporation of India Ltd., Eastern Region”

The details are as under:

It's a single bid e-Tender System-

a)	Start date of downloading the tender	22.08.2019 at 17:00 hrs.
b)	Closing date of downloading the tender	20.09.2019 at 12:00 hrs.
c)	Closing date for submission of E-bid	20.09.2019 at 14:00 hrs.
d)	Date of opening of E-bids	20.09.2019 at 15:00 hrs
f)	Approx. Value of tenders.	Rs. 20,97,000 (Incl. 12% GST)
g)	Earnest Money Deposit (EMD):	Rs.42000/-
h)	Completion period of work	30 (thirty) days from the date of issue of the work order
i)	Validity of offer	60 (Sixty) days from the date of opening of tender

*Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSME Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, the following exemption shall be available (a) They shall be exempted from cost of tender document. (b) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSME copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted/uploaded. These exemptions shall be applicable provided units are registered with NSIC or under MSME for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.

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.ireps.gov.in>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from IREPS 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. Bid submitted/sent by any other mode will not be accepted.

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.

The “E-bidder” means a Company or Firm or Agency who participates in this tender and submit E-bid (hereafter “E-bidder” and “E-bid” shall be referred as “bidder & bid” respectively.

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

RailTel’s Bank account details for Tender Document Cost & Earnest money Deposit are as below: -

Name of the Branch & Address	State Bank of India,
Name of Account Holder	RailTel Corporation of India Limited
Account No.	38541405681
IFSC Code	SBIN0001054
Branch Code	1054 (Chowrighee Branch)

Asstt. General Manager/Tech/O&M
for ED/ER/Kolkata

Email id : schattopadhyay@railtelindia.com
www.railtelindia.com

Copy to: Notice board RailTel office at Kolkata & Guwahati.



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नोटिसइन्विटींग टेंडर

टेंडरसंख्या. रेलटेल/ई-टेंडर/ओ.टी./इ.र./एच.क्यू./2019-20/1113 दिनांक 22.08.2019

रेल टेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए , मिजोरम के जिला लुंगलेईमें बुअर्पुई से टेलिकॉम डक्ट तथालावन्गत्लाई व सैहा से भूमिगत ओ.एफ.सी. केलोडिंग, अनलोडिंग और स्टैकिंग सहित मिजोरम से गुवाहाटी रेलटेल स्टोर में परिवहन करनेके कार्य हेतु, प्रतिष्ठित ट्रांसपोर्टर / ट्रांसपोर्ट एजेंसी से खुली निविदा में शामिल होने के लिए E-निविदाएं आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता E- निविदाये नीचे दिए गए नियम व कार्यक्रम के अनुसार जमा करें।

क)	निविदा डाउनलोडिंग शुरू होने की तिथि	22.08.2019 से 17:00 बजे
ख)	निविदा डाउनलोडिंग बंद होने की तिथि	20.09.2019 से 12:00 बजे
ग)	ई-बिड जमा करने की अंतिम तिथि	20.09.2019 से 14:00 बजे
घ)	ई-बिड के खुलने की तिथि	20.09.2019 से 15:00 बजे
च)	निविदा की अनुमानित राशि	रु. 20,97,000 (जी.एस.टी. सहित)
छ)	धरोहरराशि (ईएमडी)	रु- 42000/-
ज)	समापन/पूरा करने की तिथि	पी.ओ. जारी होने के 30 दिनों के अंदर
झ)	ऑफर की वैधता	निविदा खुलने के 60 दिनों तक

सिंगल पॉइंट पंजीकरण योजना के तहत NSIC से मान्यता प्राप्त लघु उद्योगों को निविदा दस्तावेज का मूल्य व बयाना राशि (इ.एँम.डी.) जमा कराने से छूट दी जाती है |NSIC से मान्यता प्राप्त संस्थाओं को भारत सरकार के दिशा-निदेशानुसार प्राथमिकता दी जाएगी |

नोट:-1.निविदा सूचना और निविदा दस्तावेज वेबसाइट www.railtelindia.com तथा e-Tendering Portal <https://www.ireps.gov.in> पर उपलब्ध रहेंगे जिसे निविदा कर्ता डाउनलोड कर सकते हैं। निविदा कर्ता को बिड जमा करने के लिए ireps इ-टेंडरिंग Portal से ऑफिसियल ऑनलाइन निविदा प्रति डाउनलोड करनी पड़ेगी |Corrigendum /addendum /amendments सम्बंधित जानकारी केवल इ-टेंडरिंग Portal पर ही उपलब्ध होंगी. निविदा दस्तावेज कि छपी हुई प्रति बिक्री के लिए उपलब्ध नहीं होगी. किसी अन्य माध्यम से जमा की गयी निविदा स्वीकार नहीं की जाएगी |

निविदा की तैयारी, जमा करना/प्रतिभाग करना से सम्बंधित सभी कीमतें बिडर द्वारा वहन की जाएगी | खरीददार निविदा विधि के संचालन व परिणाम के अलावा किसी भी तरीके से निविदा कीमत के लिए उत्तरदायी नहीं होगा |

E-बिडर का अर्थ एक उद्योग या फर्म या एजेंसी, जो निविदा में प्रतिभाग करता है एवं E-बिड जमा करता है |

आगे E-बिडर व E-बिड, क्रमशः बिडर व बिड उल्लिखित किया गया है ।

E- टेंडरिंग के संदर्भ में इ.एम. डी. व निविदा की कीमत का भुगतान नैट बैंकिंग या पेमेंट गेट वे के द्वारा स्वीकार किया जाएगा | IREPS के e-Tendering Portal द्वारा आमंत्रित निविदा के लिए इ.एम.डी. के स्थान पर फिक्स डिपोजिट रिसीप्ट (फ.डी.र.) को स्वीकार नहीं किया जाएगा|

इ.एम. डी. व निविदा की कीमत के लिए रेलटेल का बैंक खाता विवरण निम्नलिखित है -

शाखा का नाम व पता	स्टेट बैंक ऑफ़ इंडिया , चौरंगी ब्रांच
खाता धारक का नाम	रेलटेल कारपोरेशन ऑफ़ इंडिया लिमिटेड
खाता संख्या.	38541405681
IFSC कोड	SBIN0001054
शाखा कोड	1054 (चौरंगी ब्रांच)

सहायक महाप्रबंधक/अनुरक्षण
इ.डी./इ.र. के लिए

Email id : schattopadhyay@railtelindia.com

www.railtelindia.com

प्रति : कोलकाता और गुवाहाटी में नोटिस बोर्ड रेलटेल कार्यालय।

Section – 1

E-Tendering Instructions to Bidders

1.1 This tender is processed as e-Tender

1.2 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.ireps.gov.in>, Indian Railways E-procurement system (IREPS).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to e-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

1.3 Broad outline of submissions are as follows:

- I. Submission of cost of tender document / Earnest Money Deposit (EMD) through IREPS portal.
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Online response to Terms & Conditions of Tender.
- iv. Tenderer has to submit both technical & financial bit as single packet.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

1.4 All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal only. The amendments shall be posted on website only.

All bidders should download from website. These amendments will be binding on all bidders. Those who are downloading tender document from website should download the clarification also and submit with the tender document.

1.5 Tender can be viewed and submitted through website www.ireps.gov.in only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com & www.ireps.gov.in.

1.6. The tenderer shall submit documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. The documents /certificates in support of credentials, submitted by tenderer, shall be digitally signed by the tenderer or authorized representative of the tendering firm. Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

1.7. The supporting documents should be submitted online only duly digitally signed by the authorized signatory of the tenderer. The online uploaded document should be clearly visible & readable. The original documents shall be produced for verification only when called for.

1.8. The e-tender can be viewed and submitted through web site www.ireps.gov.in only. The tenderer / bidder must have Class-III Digital Signature Certificate and must be registered on IREPS portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender and any such manual offer received shall not be opened/accepted.

- 1.9. Further information is available at RailTel's website www.railtelindia.com, www.ireps.gov.in or from the office of Executive Director- RailTel /Kolkata.
- 1.10. The offers shall be opened on above said date in the presence of those bidders who choose to be present. In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

1.11. IRPES Helpdesk:

Please visit Helpdesk section on IREPS Portal

RailTel Contact-1 (for general Information)

RailTel's Contact Person

Jogesh Prasad, Sr.Manager/HQ

Telephone/ Mobile 9007044149

E-mail ID: jogesh@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact Person

S.Chattopadhyay , Asstt.GM/O&M

Telephone/ Mobile 9007044158

E-mail ID: schattopadhyay@railtelindia.com

1.12. Other Instructions

- 1.12.1 New contractors can get themselves registered free of charge by filling up online registration from which can be accessed through the New **Vendors/Contractors** (e-Tender) link available in the Quick Links section on IREPS Portal I,e, <https://www.ireps.gov.in>. Obtain a Digital Signing Certificate (DSC) from any of the Certifying Agencies (CAs) licensed by the controller of Certifying Agencies by CCA is available on the website of CCA (www.cca.gov.in).

- 1.12.2 **Install Java (JRE)** on your computer. If java is not installed on your system, or if it has got corrupted, you will get the error message "Failed to open Web Singer" in subsequent steps.

Getting your system Ready for IREPS Application which can be accessed through **Learning Centre** link on IREPS portal.

1.12.3 Details of Documents to be submitted offline:

The bidder is required to submit the following documents offline to RailTel Corporation of India Limited, 3rd floor, Chatterjee International Center, 33A, J.L. Nehru Road, Kolkata-700071 before due date and time of submission of bids specified in this tender document, in a sealed envelope. The envelope shall bear the tender name, tender No. and the words "**DO NOT OPEN BEFORE DUE DATE & TIME**"

1. Original power of attorney in favour of the signatory duly authorizing the signatory.
2. Original notarized affidavit as per format provided in **Annexure-A** (Mandatory)

Section - 2
ADDITIONAL INSTRUCTIONS TO THE BIDDERS

2.1 Verification of documents and Certification: -

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

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

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

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY E-TENDERER ALONG WITH THE TENDER DOCUMENTS (Mandatory)

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

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

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

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

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

2.2 Period of validity of Bids:-

- 2.2.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period of 60 (Sixty) days from the date of opening of bids. A bid valid for a shorter period shall be rejected by purchaser as non-responsive.
- 2.2.2 In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may have confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting it's EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.

Section -3

SCHEDULE OF REQUIREMENT

Transportation of Telecom Duct (PLB HDPE 40/33 mm) from Buarpui of Lunglei Dist. Of Mizoram and Underground 24 Fibre OFC cable from Lawngtlai & Saiha of Mizoram State to RailTel store at Guwahati including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

This includes:

- a. Rebinding of HDPE Duct and Underground Optic Fibre Cable at least by 6 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- b. Rebinding the Underground Optic Fiber cable drums at least by 4 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- c. Loading of HDPE Duct and Underground Optic Fiber cable manually or by crane; as far as possible to avoid damage of Optic Fiber cable.
- d. Unloading of underground Optic Fiber cable at destination from vehicle to be done manually or by crane.
- e. Use of JCB machine is restricted as it may cause damage to Underground Optic Fiber cable during loading/unloading.
- f. Underground Optic Fiber cable to be loaded in one layer only, multiple layer of loading may cause damage to the lower/ upper layer cable, due to localized pressure from broken cable drum.

The Distribution of cable & Duct is furnished below:

Locations		Material with Qty. to be transported	Approx. Qty
From	To		
Lawngtlai & Saiha of Mizoram	Guwahati RailTel Store	24F U/G OFC	100 Km.
Buarpui of Mizoram		Telecom PLB Duct 40/33mm.	100 Km.

Section – 4
BID DATA SHEET

The section consists of provisions that are specific to various clauses of Tender Documents:

Reference	Description
Notice Inviting Tender (Page-3 of 48)	<u>Name of work :</u> Transportation of Telecom Duct by Mechanical transport (by road) from Buarpui (Lunglei Dist) of Mizoram and U/G OFC Cable from Lawngtlai & Saiha of Mizoram to RailTel Store at Guwahati including all Loading , Unloading and Stacking for RailTel Corporation of India Ltd. , Eastern Region
Eligibility Criteria (Section-6, Clause- 6.4)	<ol style="list-style-type: none"> 1. The bidder should have experience of successfully completed similar work (successful transportation of store by truck for central Govt. /State Govt./PSU/ Pvt. Companies in a year) during last seven years ending 31.03.2019 should be either of following. 2. One similar completed works costing not less than the amount equal to Rs. 7.34 Lakhs (Rupees Seven Lakhs Thirty Four Thousand) only (Including Taxes) OR Two similar completed works costing not less than the amount equal to Rs. 4.20 Lakhs (Rupees Four Lakhs Twenty Thousand)only (Including Taxes). OR Three similar completed works costing not less than the amount equal to Rs. 3.15 Lakhs (Rupees Three Lakhs Fifteen Thousand)only (Including Taxes). 3. Bidder should have GST Registration. 4. The firm should not have been blacklisted by Central Government or any state Government or any PSU in India at the time of submission of bid. 5. Financial: Total Contract amount received during the last 3 financial years and the current financial year should be minimum of 150% of the advertised tender value.
Tender Notice (Page-3 of 48)	<p>Last date of submission (online) Date: 20.09.2019 Time: 14:00 Hrs.</p> <p>Date of opening of tender (online e-bids):</p> <p>Date 20.09.2019 Time: 15:00 Hrs.</p>

	<p>Tender Opening through e-Tendering IREPS portal Venue: RailTel Corporation of India Limited, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.</p>
Earnest Money Deposit (Tender Notice)	The bidder shall submitted through online
Instructions to bidders (Section 1 & 2.)	<p>Validity of bids The price quoted in the bid shall remain valid for accepted by the purchaser for a period of 60 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by purchaser as non responsive.</p> <p>In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.</p> <p>Pass Phrase if required to be submitted.</p> <p><u>Documents and Certification:</u> Each documents/certificates in support of credentials, submitted by the tenderer shall be digitally signed by the tenderer or authorized representative of the tendering firm.. Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender</p> <p>The tenderers shall upload scan copy of a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.</p>
Performance Bank Guarantee (Section-8,clause no-37)	Successful tenderer shall submit a Performance Bank Guarantee (PBG) within 15days from the date of issue of letter of acceptance. The amount of PBG will be 10% of the accepted cost of the work including GST. The PBG shall be submitted as per terms and conditions given in section-8 , clause no. 37 .

SECTION-5
Check-list for Submission of Bid Documents

Please ensure that all documents are fully authenticated by the authorized signatory under his signature with office seal.

S. No	Particulars	For details refer to	Available at page no. (to be indicated by the bidder)
	I	II	III
	TENDER FEE		
1	Tender Document cost of Rs. 3,540/- (Rupees Three Thousand Five Hundred and Forty only) have to deposit during online submission on ireps portal	NIT SEC	
	BID /ENVELOPE		
2	Completed bid form as per Section-4 furnished in the Bid	SEC-4	
3	Technical bid		
4.	Financial bid		
	ELIGIBLE BIDDERS		
	Proof as National company / Firm registered as Transporter of goods with either Central Govt. or State Govt. Bodies.	SEC-6 Clause-6.4	
	Annual Turnover certificate(s)	SEC-6	
	Proof of Experience of successfully Handling & Transportation of Stores by fleet of trucks for Govt. / PSU/ Companies		
	Photo Copy of PAN Card.	SEC-6 Clause-6.5.2	
	Photo Copy of GST Registration	-do-	
	Photo Copy of Valid Trade License	SEC-6 Clause-6.5.4.	
	Affidavit to the effect that the bidder does not have any sum/sums of money outstanding against him which are presently due and payable to RailTel.	Section-2 Annexure-A	
	Photo copy of Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be		
	Photocopy of a Blank Cheque showing the Name and Account No. of the Bidder, name of the Bank & the Branch and the Bank's MICR code number		
	Information about the Bidder	Section-2 &8	
	Near Relative Certificate	Annexure-4	
	Attested copy of the power of Attorney		
	BID SECURITY		
	Bid Security/EMD for an amount of Rs. 42000 (Forty Two Thousand only) have to deposit during online bid submission on ireps portal	Page no. 3 of tender notic	

Note1: Duly filled LETTER OF AUTHORISATION, as per **Section 8 of clause no.- 32**, FOR ATTENDING BID OPENING should be brought separately at the time of bidopening.

Note2: The bidder should indicate page no(s) on all the enclosures being attached with the Bid Document and the same should also be mentioned in column –III of checklist. A bid without compliance of this note may not be considered for further evaluation.

Section-6

Invitation to Bid

6.1 Scope of work:

Transportation of Telecom Duct (PLB HDPE 40/33 mm) from Buarpui (Lunglei Dist.) of Mizoram and Underground 24 Fibre OFC cable from Lawngtlai & Saiha of Mizoram State to RailTel store at Guwahati including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

This includes the following:

- g. Rebinding of HDPE Duct and Underground Optic Fibre Cable at least by 6 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- h. Rebinding the Underground Optic Fiber cable drums at least by 4 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- i. Loading of HDPE Duct and Underground Optic Fiber cable manually or by crane; as far as possible to avoid damage of Optic Fiber cable.
- j. Unloading of underground Optic Fiber cable at destination from vehicle to be done manually or by crane.
- k. Use of JCB machine is restricted as it may cause damage to Underground Optic Fiber cable during loading/unloading.
- l. Underground Optic Fiber cable to be loaded in one layer only, multiple layer of loading may cause damage to the lower/ upper layer cable, due to localized pressure from broken cable drum.

The Distribution of cable & Duct is furnished below:

Locations		Material with Qty. to be transported	Approx. Qty
From	To		
Lawngtlai & Saiha of Mizoram	Guwahati RailTel Store	24F U/G OFC	100 Km.
Buarpui of Mizoram		Telecom PLB Duct 40/33mm.	100 Km.

Completion period of the work: 30 (Thirty) days from date of issue of Work order/Purchase Order.

6.2 Invitation

The bidders fulfill the qualifying criteria indicated in section-4 of eligibility criteria of Bid data sheet and desirous of taking up the project for provide above solution for RailTel are invited to submit their technical and commercial proposal in response to this. The criteria and the actual process of evaluation of the responses to this Tender and subsequent selection of the successful bidder will be entirely at the RailTel's discretion. Bidders have to adhere to the RailTel's requirements outlined in this Tender Document.

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

6.3 Tender Terminology

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

- a) "Bidder"/ "Service Provider" ("SP")/ "Telecom Service Provider" ("TSP") / "Supplier"/ "Contractor"/ "Vendor" / "You" / "He" / "They" -- (unless repugnant to the context) – An eligible entity/firm submitting a Proposal/Bid in response to this Tender
- b) "RailTel"/ "RCIL"/"Purchaser"/–Meaning of these terms shall be determined in context and may mean without limitation "RailTel Corporation of India Ltd., Eastern Region"
- c) "Proposal"/ "Bid" – the Bidder's written reply or submission in response to this Tender.
- d) "Tender Document" – the Tender (this document) in its entirety, inclusive of any addenda or amendments/ corrigendum issued by RailTel Corporation of India Ltd., Eastern Region
- e) "Solution"/ "Services"/ "Work"/ "System"/ "IT System" / "Connectivity" / "Link" – means all services, scope of work and deliverables to be provided by a Bidder as described in the Tender and include services ancillary to the development of the solution, such as installation testing, commissioning, provision of technical assistance Branches, auditing and other obligation of the Supplier covered under this Tender.
- f) "ITB" – means Instructions to the Bidder.
- g) "Link" – means the communication equipment kept in the customer premises to the communication equipment kept at the other end.
- h) "The Contract" / "Contract" -- means the agreement entered into between the RailTel and the Vendor, as recorded in the Contract Form signed by the parties,

including all attachments and appendices thereto and all documents incorporated by reference therein.

- i) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- j) "TCC" means the Terms and Conditions of Contract contained in Section-9 .
- k) Compliance to Government regulations would mean compliance to all Central Government, State Government, Union Territory Municipal Body, Panchayat etc. regulations.

Address for Communication & submission of bid	RailTel Corporation of India Ltd. 3rd Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata – 700 071 (www.railtelindia.com & www.ireps.gov.in)
Contact Numbers	Phone: 033-44041499
All correspondence relating to this tender should be sent to the following e-mail ids	jogesh@railtelindia.com schattopadhyay@railtelindia.com

6.4 ELIGIBLE BIDDERS:-

- a. The eligible bidders should be national companies / Firms registered as Transporter of goods with either Central Govt. OR State Govt./Local Bodies.
- b. Total contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value.

Document to be submitted: Copy of Audited Balance Sheet and for preceding three years i.e. for Financial years 2015-16, 2016-17, 2017-18 and in this current financial year.

- c. The bidder should have experience of successfully completed similar work (successful transportation of store by truck for central Govt. /State Govt./PSU/ Pvt. Companies in a year) during last seven years ending **31.03.2019** should be either of following.

One similar completed works costing not less than the amount equal to **Rs. 7.34 Lakhs (Rupees Seven Lakhs Thirty Four Thousand) only (Including Taxes)**

OR

Two similar completed works costing not less than the amount equal to **Rs. 4.20 Lakhs (Rupees Four Lakhs Twenty Thousand)only (Including Taxes).**

OR

Three similar completed works costing not less than the amount equal to **Rs. 3.15 Lakhs (Rupees Three Lakhs Fifteen Thousand)only (Including Taxes).**

6.5 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:-

- 6.5.1 The bidder is required to submit all documents as proof of eligibility. In addition following conditions are required to be fulfilled and documents are to be submitted with the bids.
- 6.5.2 The bidder should have Valid PAN Number. (Copy to be submitted)
- 6.5.3 The bidder should have Valid GST or exemption certificate Number which ever applicable. (Copy to be submitted).
- 6.5.4 The bidder must possess a valid Trade License. (Copy to be submitted) and/ national permit.
- 6.5.5 The bidder must submit declaration to the effect that the bidder does not have any sum/sum of money outstanding against him which are presently due and payable to RailTel, Eastern Region.
- 6.5.6 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.
- 6.5.7 The bidder shall submit copies of Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be.

Section-7

DISCLAIMER

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

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

Section-8

INSTRUCTIONS FOR BIDDERS & CONDITIONS FOR TENDER

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in **SECTION-2** i.e. ADDITIONAL INSTRUCTIONS TO BIDDERS, the provisions herein shall prevail.

1) BIDSECURITY:

(a) The bid security/EMD or MSME /NSIC registration certificate for claiming exemption from submission of bid security, as prescribed in **page no.3 of Tender notice** of the bid document should be submitted by the bidder in a separate cover.

(b) The tender should be accompanied by the requisite EMD, the prescribed cost of tender document being downloaded from the website and the entire requisite requirement as mentioned in **page no.3 of Tender notice**.

2) The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata does not bind itself to accept the lowest offer or any bid or whole or part of any tender or to assign reasons for non-acceptance or part acceptance of any tender.

3) The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata also reserves the right to cancel the Tender and accept or reject any tender offer without showing any reasons.

4) Quantity of duct & OFC transported stores can be more or less as per requirement.

5) WORK EXECUTION:

1) Throughout this Tender Document, the term CONTRACTOR shall mean the successful bidder and shall include his/their legal successors/assignees. The term RailTel shall mean The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and his authorized representative. The Contractor must abide by all the terms and conditions laid down in the tender document.

2) During the performance of the work, the contractor must, at his/its own cost and initiative, fully comply with all applicable laws of the land including bye-laws, rules, regulations, orders or other provisions having the force of law, made/promulgated or deemed to be made or promulgated by the Government or other Civic Authorities.

3) The Contractor must all times indemnify RailTel from /against all actions, suites, proceedings, damages claim, demands whatsoever, resulting from

or arising out of, or in any way connected with or incidental to the operations under the contract.

- 4) The Contractor must ensure that no person engaged by the contractor later on acquire any right to seek employment with RailTel by virtue of the Contract.
- 5) **RailTel will arrange transit insurance of the materials & will hand over the paper to contractor during transportation.**
- 6) Neither this Contract nor any part thereof or any interest herein shall be transferred or assigned by the Contractor to any other person or persons or another Company.
- 7) The Contractor shall, whenever called upon to do so, give full information with regard to the status of jobs in hand.
- 8) If the Contractor becomes somehow incapable to carry out work before expiry of this Contract, RailTel at its sole discretion, either immediately terminate this contract or require the heirs or the legal representatives of the Contractor to carry out the same for such period not exceeding 30 days or as RailTel may require / deem fit.
- 9) Income Tax , GST-TDS etc as may be determined from time to time by the Government of India on the base amount of each bill preferred by the contractor would be deducted at source and credited to the Income Tax Authority. Any other taxes as applicable/admissible from time to time will be recovered/deducted from the bills of the contractor.
- 10) In case of any discrepancy between the web version of Tender Document and the hardcopy issued by RailTel Corporation of India Ltd., Eastern Region then the hardcopy issued by RailTel shall be regarded as authentic and approved one. It is stated taking in view of any possible distortions in the texts of Tender document hosted in the website.
- 11) But Executive Director, RailTel Corporation of India Ltd., Eastern Region Kolkata is at liberty to terminate some qty. or whole of the contract at any time without assigning any reasons whatsoever. The contract may also be terminated for the reasons mentioned below. The contractor shall thereupon pay to RailTel, Eastern Region in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein stated. Such sums as the Executive Director, RailTel Corporation of India Ltd., Eastern Region may decide to be reasonable as compensation for the loss or inconvenience caused to RailTel. The amount payable by the contractor for

Breach of the contract shall be final and binding on the contractor.

- i. If any fraud or fraudulent motive is detected in the contractor's action with the RailTel.
- ii. If the contractor employs an outside agent or sublets the contract.
- iii. If the contractor makes default or fails to comply with any of the terms and conditions of this contract.
- iv. If the contractor demands undue charges not stipulated in the contract.
- v. If the contractor's work is found unsatisfactory in the opinion of the Executive Director, RailTel Corporation of India Ltd., Eastern Region, or any other officer on his behalf.
- vi. If the contractor becomes insolvent or applies for relief as insolvent debtor and in case the contractor is a company and it is wound up or in case the contractor is a partnership concern when it is dissolved or reconstituted.

12) **ACCEPTANCE OFFENDER**

(a) Acceptance of the tender by The Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, 33A Jawaharlal Nehru Road, Kolkata – 700 071 shall be intimated to the successful bidder through e-mail and shall be followed with a confirmatory copy through registered/speed post.

(b) The successful bidder has to submit the following within 10 calendar days from the date of letter of acceptance.

- i) Formal acceptance of offer by the bidder.
- ii) Performance Guarantee of 10% value of contract only as mentioned at **SECTION-8 clause no-37** above in the form of Bank Guarantee. The Performa of the Bank Guarantee is enclosed herewith **(Annexure-1)**.

(c) Execution of the Agreement on the prescribed Performa of RailTel.

13) **Payment (Full & Final):**

(a) The RailTel will pay at approved rates to the contractor for the work which was awarded to the contractor on behalf of the RailTel and which was satisfactorily completed by the contractor duly certified by the consignee.

(b) The contractor shall submit the bills to the DGM/GHY for the stores transported. **Contractors bills will be pre-checked by DGM/GHY which will be routed to office of Executive Director, RailTel Corporation of India Ltd., Eastern Region for processing and payment to the Contractor.**

(c) The Tax Invoice must accompany signed challan in duplicate from the destination station indicating successful transportation of the stores.

The Tax Invoice must indicate:

- i) The number and date of the work order to which the Tax Invoice relates to.
 - ii) A certificate from DGM/GHY, regarding transportation of stores.
 - iii) The date of commencement and completion of the work.
 - iv) Delivery challan duly accepted & certified that the materials have been received in good condition.
 - v) e-way Bill
 - vi) GST amount will be paid as per GST law.
- (d) The Contractor shall not be entitled for payment of any sum as advance, to be adjusted against charges for the store to be conveyed or actually conveyed by him.
- (e) The Contractor shall receive all payments electronically (NEFT/RTGS form) and all payments shall be made in Indian Rupees (INR) after completion of whole work.
- (f) The Contractor shall issue immediately receipts for all payments made to him by RailTel.
- (g) While making payment of contractor's Tax Invoice(s), from the gross amount of each Tax Invoices passed for payment, there will be Deduction towards Income Tax as applicable (in accordance with the provision clause 194-C of Income Tax Act 1973). Any other taxes as applicable/admissible from time to time will be recovered/deducted from the bills of the contractor.

14) FINAL SETTLEMENT

PBG shall be returned to the contractor as per relevant paras .

15) PROVISIONS FORPENALTY

a. Recovery from Performance Guarantee

RailTel reserves the right to forfeit or adjust the whole or any part of the Performance Bank Guarantee under the following condition:

- i. For any money due to the RailTel that cannot be covered by the pending bills of the contractor. as a measure of penalty, if:
 - 1.The contractor fails to execute the Agreement required by him in pursuance of this tender.
 - 2.The contractor withdraws from the Contract during the period of validity of the contract.
 - 3. The contractor fails to carry out the works ordered by Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata within the specified time frame (when otherwise there was no constraint).
- b. **On account of delay in Execution:** In case the contractor fails to transport material within the timeframe shown in the **SECTION –9 clause no. 9.12**, a penalty of 0.5% on the bill of transportation for each week subject to maximum of 10% value of the order or part thereof beyond the permissible grace period (taking into account of mechanical failure of trucks / Lorries and delayed clearance in inter State Check gate) will be deducted from the bill amount. However, this will not be applicable in case of Force Majeure situation.

- c. **On account of Refusal to undertake a work:** Cases of refusal to accept any work order by a Contractor will be reviewed by Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and action may be initiated for rescinding of contract & /or blacklisting of the Contractor. In either case it will be the forfeiture of EMD, PBG.
- d. In the event of any penal action as mentioned above, being adopted, the Contractor shall have no claim for compensation for any loss sustained by him/her be reason of his/her having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance there
- e. The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata shall be at liberty to terminate the contract after giving notice in writing to the contractor under following circumstances:
- i.) If any fraud or fraudulent motive is detected in the contractor's action with the RailTel and / or.
 - ii) If the contractor demands undue charge not stipulated in the contract and/or.
 - iii) If any person connected with RailTel Corporation of India Ltd., Eastern Region, Kolkata or any official drawing salary from the RailTel becomes in any way interested in the Contract and or.
 - iv) If the contractor himself or any of his servants be guilty of fraud or attempt fraud in connection with the contract or offer any bribe or gratuity to any person connected with the RailTel or to an official drawing salary from the RailTel and/or.
 - v) If the contractor employs any outside agent or sublets the contract or any right to payment there under without the consent in writing of the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and/or.
 - vi) If the contractor becomes insolvent or applies for relief as insolvent debtor and/or.
 - vii) In case the contractor winds up business or if the contractor is a partnership firm and it is dissolved or reconstituted, and/or.
 - viii) If the contractor makes default in or fails to comply with any of terms and conditions set forth in this contract.

In all the above cases, the contractor shall pay to the RailTel, in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein before stated, such sum as the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata may decide to be reasonable compensation for loss or inconvenience caused.

16) FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract, shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of RailTel as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

17) Disputes And Arbitration

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

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

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

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

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

Addresses for Notices:

The following shall be the address of the RailTel and Vendor.

RailTel's address for notice purposes:

Same as mentioned in the “Schedule of Events” under “address for communication” field

Vendor’s address for notice purposes

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

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

18) SET OFF

Any sum of money due and payable to the contractor (including EMD &PBG) refundable to him) under this contract may be appropriated by RailTel and set off the same against any claim of RailTel for payment of a sum of money arising out of this contract or under any other contract made by contractor with RailTel.

19) COMPENSATION FOR DAMAGE

- a. Any loss or damage of RailTel stores while in the custody of the contractor shall have to be made good by the contractor.
- b. The contractor will be held responsible and the contractor has to repair damages and/or compensate for injuries/losses:-
 - i. If there is damage caused to any property of a third party. OR
 - ii. If injury/loss occurs to any person because of any lack of proper precaution on the part of the contractor.
- c. In case the RailTel has to incur any expenditure to repair such damages or to compensate for such injuries/losses the amount plus Five (5%) processing charge, will liable to be recovered from the duties of the contractor or from the security deposit or both.
- d. In Every case, in which by virtue of the provisions of workmen's compensation act, the RailTel is obliged to pay compensation to a workman employed by the contractor, RailTel will be entitled to recover from contractor the amount of compensation so paid plus 5% processing charge.
- e. Any notice required to be given under these situations may be given by delivering to or leaving the same with the contractor at the address of the contractor given or by posting the letter addressed to the contractor at the said address by post and shall be deemed to have been served at the time of such delivery or at the time of leaving the same with the contractor or in cases of posting at the time when the letter would have reached the contractor in the

ordinary course by post.

20) DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- a. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the **Clause 6.4 of SECTION-6**.
- b. Bid Security furnished in accordance with Tender notice.
- c. A Clause by Clause compliance of clauses of Section-3 and Section-4
- d. A Bid form and price schedule completed in accordance with **Annexure-5**.

21) BIDFORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

21. LABOUR LICENSE and COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS

- 21.1 The Contractors are required to produce license as enjoined in the Government of India Contract Labour (Regulation and Abolition) Act (1978) with latest amendments, if any. The Contractor shall at its expense, ensure due compliance with all applicable and governing Industrial, environmental and Labour Laws, Rules, Regulations and By-laws both of the Central and State Govt. and all other local authorities and shall keep RailTel harmless and indemnified in respect thereof. The CONTRACTOR shall ensure due compliance with the provisions of the relevant minimum Wages Act, payment of Wages, Contract Labour (Regulations & Abolition) Act, Employees Provident Fund Act and other industrial and environmental laws in force and provide any related information to RailTel as and when required.
- 21.2. A Contractor is to abide by the provisions of payment of wages act & minimum wages act of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/ firm etc. in the shramik Kalyan Portal with requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

- (c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LoA/ Contract Agreements) on Shramik Kalyan Portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of reflection of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan Portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

21.2. While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advance' or 'Performance Guarantee/ Security Deposit' contractor shall submit a certificate to the Engineer or Engineers representative that "I have uploaded the correct details of contract labour engaged in connection with this contract and payment made to them during the wage period in Railways's Shramik Kalyan Portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year.

22. DEFAULTS AND DELAYS

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

23 Language of Bid

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

24 Documents Comprising the Bid

24.1 Documents in the **Techno-commercial Proposal & Price Bid** should contain the following:

- a) A full description regarding transportation of materials. Any Techno-commercial Bid uploaded containing any Price information will be rejected.
- b) Qualifying Criteria.
- c) Copy of Offer Letter/Bid Form (Annexure-5)
- d) Bidder's organization profile (Annexure-2)

- e) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the Bidding document.
- 24.2 Tender document must be digitally signed and uploaded in e-tender portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender.
- 24.3 The above documents should be completed in accordance with the Tender and digitally signed by the authorized representative of the Bidder (authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- 24.4 The Techno-commercial Bid should be uploaded in e-tender portal.
- 24.4.1 Payment of **EMD & Cost of Tender Document in respect of e-Tendering shall be submitted through IREPS portal.**
- 24.4.2 **The Tenderer should submit Pass Phrase, if applicable, before due date and time of opening of tender. Supporting documents towards eligibility criteria i.e. technical and financial & others shall upload the Scanned copy of all above original documents as Bid-Annexure during Online Bid-Submission.**
- 24.5 The Techno-commercial Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
- 24.6 The Price quoted shall be “Including GST”
- 25.0 **Bid Price**
- 25.1 Price is to be quoted shall be in **Indian Rupees** only.
- 25.2 The price quoted shall be inclusive of all levies, GST charges, license fees etc. any incidental expenses as applicable. The quoted prices should also include all other charges like packing/forwarding/freight/transit insurance, erection/laying, termination etc., of the work.
- 25.3 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, levies, license fee etc. by Central/State Government/ local bodies. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 26 **Delivery Schedule and Penalty for Delayed Deliveries**
- 26.1 Materials have to deliver to RailTel Store in Guwahati.
- 26.2 In the event of non-adherence to delivery point, the RailTel also reserves the right to cancel the Purchase Order and forfeit the EMD (or PBG in case PBG is submitted), After due notice. In the event of such cancellation, the vendor is not entitled to any

Compensation.

- 26.3 The Purchase Order and all communication related to it shall be made by the RailTel Corporation of India Ltd., Eastern Region. Correspondence should also be with the authority placing the purchase order.

27 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- 27.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the RailTel's satisfaction:

27.2 The adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the contract period and provide necessary maintenance services.

27.3 Documentary Evidence Establishing Eligibility of and Conformity to Bidding Documents

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

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

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

28 Earnest Money Deposit (EMD)

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

28.2 Any Bid not secured, as above, will be rejected by RailTel, as non-responsive. Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, the following exemption shall be available (a) They shall be exempted from cost of tender document. (b) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.

- 28.3 The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of procurement process and necessary approvals,
- 28.4 Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid within 15 days from the date of issue of letter of acceptance. The amount of PBG will be 10% of the total value of contract incl. GST charges. The PBG shall be submitted as per terms and conditions given in clause no. 37 of **Section-8** and as per format in Annexure-1.

The EMD of the successful bidder will be released on submission of Performance Bank Guarantee.

28.5 The EMD may be forfeited:

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

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

In the case of a successful Bidder, if the Bidder fails;

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

29 Period of Validity of Bids

- 29.1 The terms of the Tender including the price shall remain valid for entire contract period from the date of start of the contract. RailTel has the right to place more orders on the successful bidder at the contracted rate in respect of any additional link still the continuity of the contract. A Bid valid for a shorter period may be rejected by RailTel as non-responsive.
- 29.2 In exceptional circumstances, RailTel may solicit the Bidder's consent to an extension of the period of validity of tender. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended if PBG is not submitted by then.

30 Last date of & time of Submission of Bids

- 30.1 E-Bids must be uploaded by the bidder at the e-tendering portal before last date and time for tender submission as per notice in Invitation to Bid.
- 30.2 In the event of the specified date for submission of bids being declared a holiday for RailTel, the bids will be received up to the appointed time on the next working day.

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

31 Modification and Withdrawal of Bids

- 31.1 The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by RailTel, prior to prescribe last date time of submission.
- 31.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered to RailTel office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- 31.3 No Bid may be modified after the Last date and time for submission of Bids.
- 31.4 No Bid may be withdrawn in the interval between the Last date and time for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD/PBG.

32 Opening of Bids by RailTel

The bidder's bids will be opened at the time & date of opening of the tender given in the Tender Notice online simultaneous in presence of such Bidders/Representatives (in case of representative, proper authorization is required) who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

33 Evaluation of Offer

- 33.1 The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.
- 33.2 However, the purchaser shall not be bound to accept the lowest or any tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender 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.

34 Contacting RailTel

- 34.1 No Bidder shall contact RailTel on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- 34.2 Any effort by a Bidder to influence RailTel in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

35 Award Criteria

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

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

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

36 Notification of Award

- 36.1 The notification of award/ issue of Letter of Acceptance will constitute the formation of the Contract. The selected Bidders should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of Letter of Acceptance within 7 days of receipt of the communication.
- 36.2 Upon award of work to the successful Bidder, RailTel will notify other unsuccessful Bidders and will discharge their EMD.

37 Performance Bank Guarantee:

- a. The successful bidder shall have to submit a Performance Bank Guarantee (PBG), 10% contract value including GST of work awarded within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to

RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, Its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's bank.

- c. The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PBG shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.B.G. extended to cover such time for completion of work plus 60 days.
- d. The value of P.B.G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the contractor.
- e. The Performance Bank Guarantee (PBG) shall be released on completion of contract period and submission of no due certificate by the contractor. If the contract period is extended PBG shall be suitably extended.

38 Signing of Contract:

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

39 Miscellaneous:

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

Section-9

TERMS AND CONDITIONS OF CONTRACT (TCC)

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

9.2 Use of Contract Documents and Information

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

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

9.3 Country of Origin / Eligibility of Goods and Services

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

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

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

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

9.4 Patent Rights/Intellectual Property Rights:

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

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

9.6 **Prices:**

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in present levied taxes, duties, levies, charges, etc.(other than GST). In other words, rate accepted will be non-negotiable for a period of contract.

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

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

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

9.9.1 Delivery, installation, commissioning of the Solution and performance of Services shall be made by the Vendor within the timeline prescribed.

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

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

9.10 **Liquidated Damages:**

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

9.10.2 Notwithstanding anything contrary contained herein or any other document made part of this agreement, the limitation of liability for direct damages, indirect and consequential damages, incidental, punitive, exemplary or special Losses; loss of data/programs, loss of profits or revenue, loss of anticipated savings and loss of goodwill will be upto the contract value, except in case of infringement.

9.11 **Termination of contract:**

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

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

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

9.12 **Force Majeure:**

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

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

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

9.13 **Termination for Insolvency:** RailTel may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

9.14 **Termination for Convenience:** RailTel, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the RailTel's convenience, the extent to

which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

9.15 **Resolution of Disputes:**

- 9.15.1 RailTel and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 9.15.2 If RailTel and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below:
- 9.15.3 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 9.15.4 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 9.15.5 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the Chief Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.
- 9.15.6 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.
- 9.16 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts in New Delhi

9.17 **Addresses for Notices:**

The following shall be the address of the RailTel and Vendor.

RailTel 's address for notice purposes:

Same as mentioned in the "Schedule of Events" under "address for communication" field.

Vendor's address for notice purposes

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

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

9.18 Taxes and Duties:

- 9.18.1 The Vendor will be entirely responsible for all applicable taxes like Central State Government levies, GST cess, charges, license fees, road permits etc. in connection with delivery of products at site including incidental services and commissioning.
- 9.18.2 Income Taxes in India: The Vendor shall be liable to income tax & CGST-TDS @ 1%, SGST-TDS @ 1% or IGST-TDS @ 2% that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- 9.18.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, accepted shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by accepted as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- 9.18.4 The Vendor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

9.19 Vendor's obligations:

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

ANNEXURE-1

PERFORMANCE BANK GUARANTEE FORMAT ***(TO BE STAMPED AS AN AGREEMENT)***

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, 3rd Block, Delhi Technology Park, Shastri Park, Delhi - 110 053 with Eastern Region office at 3rd & 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru road, Kolkata – 700 071 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No/PO No..... dated..... made between RailTel Corporation of India Limited and for (herein after called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

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

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

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

Dated theday of 20....

For.....
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 90 days after the expiry of the service period.

ANNEXURE-2

BIDDER'S ORGANIZATION PROFILE

Details of the Bidder:

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

Dated this day of..... 2019 at.....

For and on behalf of.....

Authorized Signatory.....

Designation.....

ANNEXURE –3

Declaration of Clean Track Record/ No Blacklisting

(To be submitted by Bidder on original letterhead, scan copy to be uploaded)

To,
Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd & 16th Floor,,
Chatterjee International Centre
33A, Jawaharlal Nehru Road,
Kolkata – 700 071.

Date

Subject: Transportation of Telecom Duct (PLB HDPE 40/33mm) from Buarpoi (Lunglei Dist) of Mizoram and Underground 24Fibre OFC cable from Lawngtlai & Saiha of Mizoram State to RailTel store at Gawahati including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

Ref ; Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1113 Dt. 22.08.2019

Sir,

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

Yours faithfully,

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

ANNEXURE - 4

NO NEAR- RELATIVE DECLARATION AND CERTIFICATES

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

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

(Name and address of the bidder) is competent to sign this declaration /certification and execute the tender document regarding "Transportation of Telecom Duct (PLB HDPE 40/33mm) from Buarpui of Lunglei Dist. Of Mizoram and Underground 24Fibre OFC cable from Lawngtlai & Saiha of Mizoram State to RailTel store at Guwahati including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

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

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

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

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

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

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

Date:Full Name: _____

Place:Address:

Seal:

ANNEXURE-5**Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1113 dt.22.08.2019****PRICE BID**

To
 Executive Director,
 RailTel Corporation of India Ltd.,
 Eastern Region, 3rd & 16th Floor,
 Chatterjee International Centre,
 33A Jawaharlal Nehru Road,
 Kolkata – 700 071.

Dear Sir,

Ref: Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1113 dt.22.08.2019

Having examined the Tender Document (and amendments, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price (inclusive of all taxes including GST) as indicated below:

Description of work	Locations		Qty. of material	Estimated Base Rate (Rs.) (Incl. GST , Loading & Unloading charges)	Total Base amount (Rs.) (Incl. GST)	To be quoted by bidder	
						Bidder need to quote only one Percentage i.e. above/ below/at par the base rate which is given in col (v).	
(i)	(ii)		(iii)	(iv)	(v)	(vi)	(vii)
Transportation of Telecom Duct from Buarpui (Lunglei dist.) of Mizoram and U/G OFC cable from Lawngtlai & Saiha of Mizoram to Guwahati RailTel Store in Assam State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region	From	To				(in Figure)	(in Words)
	Lawngtlai & Saiha of Mizoram	CWC Amingaon Guwahati RailTel Store	OFC-100 Km.	6,44,000	20,97,000		
	Buarpui of Mizoram		Duct- 100 Km	14,53,000			

Note :

- 1) Rate quoted in words will be final, in case of any discrepancy between figures and words.
- 2) The L1 bidder will be decided on the lowest quoted rate in col(vi & vii).
- 3) If bidder fails to mention “above/ below/at par” in col (vi & vii) then the rate quoted to be decided as ‘below’ percentage over rate in col (vi & vii).

Signature of the
 Tenderer with
 Date

(seal of the firm)