



**RailTel Corporation of India Ltd.**  
3<sup>rd</sup> Floor, Chatterjee International Centre ,  
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)

Website: IREPS portal: [www.ireps.gov.in](http://www.ireps.gov.in)

RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)

## **ELECTRONIC TENDER DOCUMENT**

**FOR**

**Hiring of Radio Links in SECL command area in Chhattisgarh State for  
RailTel Corporation of India Ltd., Eastern Region.**

खुली-e-निविदा संख्या: RailTel/e-Tender/OT/ER/HQ/2019-20/1115 Dt. 06.09.2019

**OPEN e- TENDER NO.** RailTel/e-Tender/OT/ER/HQ/2019-20/1115 Dt. 06.09.2019

खुलने की तिथि:

**Date of opening: 11.10.2019**

**This document has the following Three Chapters Six Parts:**

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**(This tender document consists of 65 pages)**



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Tel. No.: 033-44009999,44041499  
FAX: 033-44041490 .

**e-Tender Notice No. RailTel/e-Tender/OT/ER/HQ/2019-20/1115 Dt. 06.09.2019**

**Website : IRPES portal – <https://www.ireps.gov.in>**

**RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)**

RailTel Corporation of India Ltd. (RailTel) invites Open e- Bids in Two packet single stage system for “Hiring of Radio Links in SECL command area in Chhattisgarh State for RailTel Corporation of India Ltd., Eastern Region”

The details are as under:

a)	i. Date/Time of publishing of e-Tender	06.09.2019 at 14:00 hrs.
	ii. Document down loaded start date/Time	06.09.2019 at 17:00 hrs.
	iii. Document down loaded end date/time	11.10.2019 at 14:00 hrs.
	iv. Clarification start date/time	Not Applicable
	v. Clarification end date/time	Not Applicable
	ii. Bid submission End date/time	11.10.2019 up-to 14:00 hrs.( Online)
d)	Opening of Techno Commercial e-Bids	11.10.2019 at 14:30 hrs. (Online)
e)	Validity of offer	45 days from date of opening of tender
f)	Approx. No. of RF links	38 Nos.
g)	Estimated hiring charges for 3 years (Excl. GST)	Rs. 57,00,000.00
h)	Earnest Money Deposit (Incl. GST @ 18%)	Rs. 1,34,600.00
i)	Cost of Tender Document (Incl. GST)	Rs. 5,900.00
j)	Commissioning period of the links	60 days from the date of issue of PO.

\* 1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & EMD.

2. Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 3.14.3 without which their offers will be considered as invalid and liable for rejection.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://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-Tendering 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

**Eligibility Criteria:**

As per clause 3.2 in the Part-3 of Tender document.

**Validity of offer:**

The tender offers are deemed to be valid for acceptance for a period of 45 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

**Address for submission of offline documents:**

Executive Director, RailTel Corporation of India Limited, Eastern Region, 3<sup>rd</sup> Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

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

**Asst. General Manager/Contracts  
RailTel Corporation of India Ltd.  
Eastern Region/ Kolkata**

Copy to: Notice board at RO office at Kolkata and TM office at Bilaspur

## Chapter – 1

### e-Tendering Instructions to Bidders

**1. This tender is processed as e-Tender**

**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.

**3. Broad outline of submissions are as follows:**

- I. Submission of Bid Security/ Earnest Money Deposit (EMD) through IREPS portal
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tender is invited in two packet single stage
- IV. Online response to Terms & Conditions of Tender.

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

3. All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal i.e., [ireps.gov.in](https://www.ireps.gov.in) and RailTel's website only.
4. 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.
5. Tender can be viewed and submitted through website [www.ireps.gov.in](https://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](https://www.railtelindia.com), [www.ireps.gov.in](https://www.ireps.gov.in).
6. The tenderer shall submit documents in support of his/their claim to fulfil 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.
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.
8. The e-tender can be viewed and submitted through website [www.ireps.gov.in](https://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.

9. Further information is available at RailTel's website [www.railtelindia.com](http://www.railtelindia.com), [www.ireps.gov.in](http://www.ireps.gov.in) or from the office of Executive Director- RailTel /Kolkata.
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.

**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](mailto:jogesh@railtelindia.com)

**RailTel Contact-II (for general Information)**

RailTel's Contact Person

P D James, Asstt.GM/Contracts

Telephone/ Mobile 9007044114

E-mail ID: [pdjames@railtelindia.com](mailto:pdjames@railtelindia.com)

**12. Other Instructions**

- 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](http://www.cca.gov.in)).

- 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.

Detailed guidelines on both the points listed above are available in the manual titled **Getting your system Ready for IREPS Application** which can be accessed through **Learning Centre** link on IREPS portal.

**13. Offline submissions:**

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 3<sup>rd</sup> Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope (Tender number should be superscribed on the face of envelope). The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- a) **Original Power of Attorney in favour of the signatory duly authorizing the signatory**
- b) **Original Notarized Affidavit (Annexure-A) shall be submitted in a separate envelope to the tendering authority before the due date and time of Tender Opening.**

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

**ANNEXURE-A**

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED OFFLINE AND UPLOADED ONLINE BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

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

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

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from IREPS portal <https://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 alteration to be content of the tender document. 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 certify 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 the 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 process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. 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 guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel Corporation of India Ltd.

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:

\* \* \* \* \*



## Chapter – 2.

### Schedule of Requirements

Srl. No.	Description of work	Approx. no. of links	Estimated rate of Annual hiring charges per link (Rs.)	Estimated cost of hiring charges for 3 years (Excluding. GST as applicable (Rs.))
1.	Provision of Connectivity on Radio Frequency link from SECL Area Office/ Regional Office/ Regional Store to Weigh Bridges in Chhattisgarh State for RailTel Corporation of India Ltd., Eastern Region and its maintenance (on hiring basis)	38 Nos.	50,000.00	57,00,000.00

Note:

The rates indicated are excluding GST.

## Chapter – 3

### BID DATA SHEET

The section consists of provisions that are specific to various clauses of tender document.

Reference	Description
Notice Inviting Tender (Page-3)	<u>Name of work</u> Hiring of Radio Links in SECL command area in and Chhattisgarh State for RailTel Corporation of India Ltd., Eastern Region
Eligibility Criteria (Part -3, Clause-3.2)	<p><b>Technical:</b> The bidder should have commissioned and success fully maintained at least 14 No. of (35% of advertised number of links) RF data communication links with minimum 2Mbps capacity. for a period of minimum one year for reputed Institution/ Central Govt. organization / PSU/ Telecom/ Datacom Service provider during the last three financial years and &amp; current year before the opening of tender.</p> <p><b>Financial:</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.</p>
Tender notice	<p>Last date of submission (online) Date: 11.10.2019 Time: 14:00 hrs.</p> <p>Date of opening of tender: (online) Date: 11.10.2019 Time: 14:30 hrs.</p> <p>Public Online Tender Opening Event (TOE) through e-Tendering portal of IREPS.</p>
Venue	RailTel Corporation of India Limited, 3 <sup>rd</sup> & 16 <sup>th</sup> Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.
Instructions to bidders (Chapter-1, Clause- 6, Part-3, Clause no. 3.6)	<p><u>Documents and Certification:</u> 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 pages). 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 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</p>

	the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.
Performance Bank Guarantee (Part--3, Clause-3.29)	Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid for 38 (36+2) months, within 15days from the date of issue of letter of acceptance. The amount of PBG will be 5% of the total two years annual hiring charges including GST. The PBG shall be submitted as per terms and conditions given in clause no. 3.29 and as per format in Annexure-5.5.
Duration of contract (Part --3, Clause - 3.4)	The contract shall be valid for a period of three years from the date of first Purchase Order issued by RailTel. The bidder shall have the option to agree for the extensions of the solution (from the date of expiry of the contract) for two-year period not less than one year at a time and at the request of the RailTel with same rate, terms & conditions.

## **Part-1**

### **Invitation to Bid**

#### **1.1 Scope of work:**

The scope of work includes the following:

- a. Conduct RF feasibility Survey for connectivity of SECL Weigh Bridges (presently 38 Nos.) to Area/Regional office. Service provider can use the UPS provided by RailTel at Weigh Bridges for operation of their equipment. The Network may be planned in Point to Point or ring topology - connecting at two or more Weigh Bridges. RailTel/SECL's existing UHF/MW tower may be used for the connectivity free of cost with permission. However, where new tower is required the service provider shall erect GBT/ or pole for erection of antenna, earthing at their own cost. RailTel may arrange land permission for GBT/ or pole for erection in Railway area/ SECL sites.
- b. Supply of Radio Equipment or other equipment, installation at Weigh Bridges and Area/Regional offices/ Regional Store/other Offices and commissioning of Radio links. The service provider shall submit the technical specification of the Radio and other equipment and consent of RailTel shall be obtained before supply.
- c. Earthing equipment and GBT & pole and provision of lightening protection at RailTel/SECL's existing tower earth can be used for earthing of Radio and other equipment. For new GBT & pole, service provider has to provide earthing wherever required. The vendor has use Ethernet surge protection in each link.
- d. Joint Testing of links with RailTel officials and checking of parameters.
- e. If the Weight Bridge is shifted to new location Service provider has to shift communication equipment to the new locations establish the link from the new location. No charges will be paid for shifting establish the link from the new location.
- f. RailTel may place order up to 25% of additional links if required at the same rate terms and conditions to the Service Provider.

#### **1.2 Invitation**

The bidders desirous of taking up the project for supply of 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.

#### **1.3 Tender Terminology**

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

- a) “Bidder”/ “Service Provider” (“SP”)/ “Telecom Service Provider” (“TSP”) / “Supplier”/ “Contractor”/ “Vendor” / “You” / “He” / “They” -- (unless repugnant to the context) – An eligible entity/firm submitting a Proposal/Bid in response to this Tender
- b) “RailTel”/ “RCIL”/ “Purchaser”/ – Meaning of these terms shall be determined in context and may mean without limitation “RailTel Corporation of India Ltd., Eastern Region”
- c) “Proposal”/ “Bid” – the Bidder’s written reply or submission in response to this Tender.
- d) “Tender Document” – the Tender (this document) in its entirety, inclusive of any addenda or amendments/ corrigendum issued by RailTel Corporation of India Ltd., Eastern Region
- e) “Solution”/ “Services”/ “Work”/ “System”/ “IT System” / “Connectivity” / “Link” – means all services, scope of work and deliverables to be provided by a Bidder as described in the Tender and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under this Tender.
- f) “ITB” – means Instructions to the Bidder.
- g) “Link” – means from the communication equipment kept in the Customer premises to the communication equipment kept at the RailTel PoP.
- 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 4.
- k) Pole would mean pole or mast or antenna or tower of the requisite specifications, as the case may be. Roof top rights would mean right to install RF pole on any part of the branch/RailTel PoP/ Railway building/ premises/ building/ terrace/roof /front yard/ courtyard/ backyard etc.
- l) Compliance to Government regulations would mean compliance to all Central Government, State Government, Union Territory Municipal Body, Panchayat etc. regulations.

**2.**

Address for Communication, & submission of bid	RailTel Corporation of India Ltd., 3 <sup>rd</sup> & 16 <sup>th</sup> Floor, 33A, Jawaharlal Nehru Road, Chatterjee International Centre, Kolkata – 700 071
Contact Numbers	Phone: 033-44041499
All correspondence relating to this tender should be sent to the following e-mail ids	upendrakumarsingh@railtelindia.com, pdjames@ railtelindia.com,

**Note:**

- Pre-bid queries shall be accepted by the RailTel through email only.
  - Pre-bid queries to be consolidated and submitted through a single email only, within 14
  - days from publication of no subsequent emails shall be entertained.
- Price bid of only techno-commercial qualified bidders shall be opened by RailTel.
- If the tenderer desire to witness e-bid opening, they can depute one representative of each vendor bidder to be present during the opening of the Bids.

**PART - 2**

**DISCLAIMER**

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

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

**PART 3****INSTRUCTIONS FOR BIDDERS****Table of Clauses**

Clause No.	Topic	
3.1	Broad Scope of Work	
3.2	Eligibility Criteria	
3.3	Offers by a third party	
3.4	Duration of Contract	
3.5	Cost of Bidding	
3.6	Documents constituting the Tender	
3.7	Clarifications / Amendments	
3.8	Language of Bid	
3.9	Documents comprising the Bid	
3.10	Bid Price	
3.11	Delivery schedule and penalty for delayed deliveries	
3.12	Documentary evidence establishing bidders eligibility and qualifications	
3.13	Documentary evidence establishing products and conformity to bidding documents	
3.14	Earnest Money Deposit	
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3.17	Submission of Offline Bid	
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3.20	Modification Withdrawal of Bids	
3.21	Opening of technical bids by the RailTel	
3.22	Preliminary Evaluation	
3.23	Technical Evaluation of Bids	
3.24	Evaluation of Price Bids and Finalization	
3.25	Contacting RailTel	
3.26	Award Criteria	
3.27	RailTel's right to accept Any Bid and to reject any or All Bids	
3.28	Notification of award	
3.29	Performance Bank Guarantee	
3.30	Security Deposit	
3.31	Signing of Contract	
3.32	Miscellaneous	



## **A. INTRODUCTION**

### **3.1. Broad scope of work: -**

- 3.1.1 Bidder shall provide connectivity on 24 X 7 X 365 basis.
- 3.1.2 The bidder shall provide connectivity from SECL AO/RO to Weigh Bridges with Radio Frequency (RF).
- 3.1.3 Bidder should provide the details of the technology used related to RF connectivity from SECL AO/RO to the Weigh Bridges related to the proposed solution in the following domains:
  - ☐ Devices used for end to end connectivity
  - ☐ Details of the features available/integrated availability of service
- 3.1.4 The selected vendor shall carry out necessary configuration changes (if required) in their network, as advised by the RailTel from time to time at no extra cost to RailTel.
- 3.1.5 The RF links shall be dedicated for the project under the scope of this Tender. The sharing of the links shall not be permitted.
- 3.1.6 The links at the SECL AO/RO shall terminate on a layer 3 device to be provided by RailTel. The responsibility of the bidder for managing the connectivity shall be from Customer site up to the layer 3 devices, provided by RailTel at SECL/AO/RO/Regional Store. Laying of cables up to the device shall be the responsibility of the bidder.
- 3.1.7 The bidder will ensure that each location is receiving sufficient signal level and if required Repeater /Towers shall be provided for. Such BTS/Repeater should be in line of sight of Customer's location.
- 3.1.8 The bidder will try and achieve feasibility through microwave tower an antenna/pole/mast of a height of up to 9 meters, which will be at the bidder's cost. However, in case a antenna/mast of greater height is required, specific reference per site, detailing reasons, needs to be made to RailTel prior to setting up such antenna/mast. RailTel/customer will ordinarily not refuse approvals for such references, however the bidder has to also bear the cost of such higher antenna/masts and related additional equipment.
- 3.1.9 All clearances, wherever required, in respect of the mast/pole/antenna from any government/ local /statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.
- 3.1.10 The bidder can share end to end infrastructure with third parties with the permission from RailTel infrastructure, but the responsibility of the ownership, SLA, confidentiality etc. rests with the bidder.
- 3.1.11 Selected bidder shall provide committed bandwidth of minimum **20 Mbps**. at each location and make it available continuously. RailTel shall have visibility of the same.
- 3.1.12 The Purchase Orders (POs) shall be issued by the RailTel Corporation of India, Eastern Region and the payments shall also be made by the PO issuing authority.

- 3.1.13 The successful bidder has to commission the links within 60 days from date of issue of PO/Work Order. The links required to make a Customer premises equipment live, shall be commissioned at sites specified by the RailTel in the LOI/POs, asap. However, for the purpose of delayed commissioning penalty, the following clause will also be operative per purchase order:
- 3.1.14 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:
- 3.1.15 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- 3.1.16 If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of RailTel's employees or by other Contractor employed by the RailTel these conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration` or in consequences of the Contractor not having received in due time necessary instructions from the RailTel for which he shall have specially applied in writing to the Engineer or his authorized representative then, upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forwarded to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally in the original contract itself.
- 3.1.17 In the event of any failure or delay by the RailTel to hand over the Contractor permission necessary for the execution of the works or to give the necessary notice to commence the works or instructions or any other delay caused by the RailTel due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore but in any such case, the RailTel may grant such extension or extensions of the completion date as may be considered reasonable.
- 3.1.18 **Extension of time for delay due to Contractor:** – The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Force Majeure clause 4.16.

- 3.1.19 For each site, an “In-operation Certificate” as per Annexure 5.9 indicating the date of installation, list of hardware equipment/devices installed at the site along with their make/model and unique serial numbers, address of the site etc. signed jointly by the representatives of the bidder and RailTel official shall be provided by the bidder to the authority issuing the Purchase Order. After the bidder intimates that a link is ready and terminated on the router at the site, the RailTel will configure the router and carry out acceptance test within three days. If the RailTel does not advise the bidder in T+5 working days, the link will be deemed to be commissioned on the T+5<sup>th</sup> working day. However, if the RailTel advises the bidder within time regarding failure of acceptance test, the process will start over again with the intimation of link readiness by the bidder and so on till commissioning of the link. The methodology for the test will be at the discretion of the RailTel. The link is deemed to be successfully commissioned only if the acceptance test results are found satisfactory. The communication of having successfully commissioned the link will be furnished by the authorized official of the RailTel. The vendor has to carry out the following tests and should hand over their reports to RailTel:
- 3.1.20.1 Tests and results depicting that the link complies with Network Performance parameters specified at Annexure 5.1 “Technical Specifications”
- 3.1.20.2. Load test to ascertain bandwidth. The testing may be done by firing multiple ftp downloads and uploads between the location. RailTel, however, reserves the right to conduct the load testing though any other methods as per market practice.
- 3.1.20.3 Any to any reachability test
- 3.1.21 Acceptance tests will be conducted by RailTel at its premises or its Network Operations Centre (NOC). The date of successful commissioning of the link shall be the “Start date for billing”.
- 3.1.22 The date of commissioning for different Customer links may be different. The date of successful commissioning shall be the start date for calculation of rentals etc.
- 3.1.23 It shall be the responsibility of the Bidder to configure the solution as per the Secure Configuration of the link, fixing security vulnerabilities, mitigation of various audit points and taking prompt action on the advisories shared by the Customer at any point of time during the validity of the contract period.
- 3.1.24 The connectivity cost between the Customer Premises and RailTel PoP (including all hardware and software components) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform for all locations during the entire tenure of the contract.
- 3.1.25 Maintenance and upkeep of all Radio/network equipment provided by bidder shall be the responsibility of the bidder and shall, particularly preventive maintenance, be as per Annexure 5.4. Customer will provide necessary power for equipment to be deployed by the bidder. Customer & RailTel shall have no responsibility for any damage to the equipment on account of voltage fluctuation, etc. unless pointed out by the bidder during preventive maintenance visits.

Bidder shall take adequate insurance cover for the equipment provided at the site against any loss, damage, pilferage, theft damage and fire etc. at his own cost.

- 3.1.26 If vendor finds that connectivity is not through till Customer premises equipment, vendor has to fix the issue by sending his field engineer to concerned Customer premises. During the Weigh Bridge visit, if the field engineer finds that RF link is working satisfactorily and CP Equipment of RailTel is malfunctioning/down states, then, the vendor has to escalate the matter to RailTel NOC to a pre designated email ID provided by RailTel to the vendor. A suitable mention must be also made by the vendor's FE in the Field visit report submitted to RailTel.
- 3.1.27 Bidder shall maintain the connectivity at each location on 24\*7 basis and shall rectify the defect by pro-active monitoring so as to maintain the Service Level Agreement (SLA). In cases of complaint lodges, email, phone number etc. with the designated officials of the bidder, should also be available. Bidder has to provide the call registration process and escalation matrix. The bidder shall issue a unique number identifying the complaint lodged by RailTel irrespective of the mode used.
- 3.1.28 The Bidder shall provide site-wise uptime along with bandwidth utilization on monthly basis in the form of a report, as also on the dash board. Bidder should provide the detailed methodology of monitoring and calculating the up-time in the technical bid. RailTel reserves the right to evaluate the methodology suggested by the Bidders.
- 3.1.29 During the tenure of the contract or till link is being used at the site, the bidders shall bear all the operational costs associated with link commissioned (other than the quarterly rentals).
- 3.1.30 Bidder has to ensure safe delivery of the equipment up to the designated place of installation. Any transit insurance, permission, taxes, labor, tools and tackles, road permit etc., if required for the same, shall be arranged by the Bidder at no extra cost to the RailTel. No additional time for delivering of equipment will be given to vendor on account of issues related to road permit, government taxes, government or local body permissions, etc., nor will the RailTel provide any documents required for transportation and delivery.
- 3.1.31 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- 3.1.32 In case Bidder is unable to carry out configuration or any job mentioned as per the Tender document during the implementation and/or during warranty/support period, the Bidder has to get that job or configuration done through the concerned OEM/third party at no additional cost to the RailTel. However, approval of the Customer shall be required before carrying out such activities.
- 3.1.33 Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Support / End of Service and spares/upgrades should be available for minimum five years from date of commissioning.
- 3.1.34 It shall be the responsibility of the selected bidder to provide replacement for damaged equipment (or any of its components) In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate number of spare equipment and components at suitable places so that same may be provided as per the timelines mentioned above. Space required for storing such spares may or may not be provided by the Customer depending on the availability of secure places at their premises. The selected bidder will have to make their own arrangements for storing the spares in case the Customer is unable to provide the required space.

- 3.1.35 Vendor shall identify adequate number of Field Engineers (FEs) at the ground level. The contact details of these FEs will be shared with RailTel. The FEs should be easily reachable, particularly during the office hours.
- 3.1.36 The Field engineers will preferably be full time employees of the vendor having diploma in computer science, IT, Telecommunications or equivalent/higher qualifications with at least one-year domain expertise.
- 3.1.37 Bidder shall not charge any additional commercials for migrating the network from IPv4 to IPv6 as and when advised by the RailTel, during the validity of the contract period.
- 3.1.38 Bidder has to maintain proper and updated documentation of the network (including the physical and logical setup at each site of the Customer, an incident register, master database of all sites under the scope of this Tender etc.) at a central location throughout the contract period in the prescribed format as specified by RailTel, which will be shared with selected vendors.

The successful bidder shall provide the following:

An official Responsible as a single point of contact for any escalations Ensure committed delivery on the project rollout front.

Ensure committed delivery on the network uptime front.

Ensure that the project timelines are met in a smooth fashion

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

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

Managing/Supervising timely resolution of escalations/tickets via Technical Engineer(s)

Responsible for all technical issues concerning the network.

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

Shall have the primary responsibility of ensuring a smooth network functioning without congestion, and downtime.

- 3.1.39 Additionally, the bidder will provide the following setup for compliance with SLAs

It will be the responsibility of the bidder to submit monthly SLA reports/Exception Reports to RailTel including the downtime penalty calculations.

- 4.1.40 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.

- 3.1.41 Bidder shall provide, without any additional cost to the RailTel, adequate protection for the masts/pole/antenna like Platform/Monkey protection cage/Snow Shield/other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure. Any other equipment which are not mentioned in this Tender Document but are required for making the Customer Premises Equipment live on the network via wired/wireless link shall be provided by the selected bidder at no extra cost to RailTel.

- 3.1.42 The RailTel may seek information (such as status/updates on various issues, link related queries, clarifications on SLA reports etc.) from time to time during the tenure of the

contract. The selected bidder shall have to provide the necessary information within the timelines specified during the request for the same by RailTel. However, extension in the time may be requested by the selected bidder by providing reasons for the same before the expiry of the timelines specified by RailTel.

- 3.1.43 RailTel reserves the right to migrate a Customer link (covered under this Tender) to some other technology (that may be provided by some other service provider) at any stage during the contract period with RailTel. In such cases, the selected bidder has to ensure the shifting and commissioning of the given link at any other feasible site as specified by the RailTel.
- 3.1.44 RailTel shall only pay the quarterly rentals and no additional cost shall be paid to the bidder including (but not limited to) the cost incurred by the bidder for the maintenance of equipment/devices provided by the bidder under this Tender configuration, repairs to the equipment/ replacements (even when the factors are beyond the control of the vendor) etc.
- 3.1.45 If the Customer site/ location is shifted, and the link connectivity is through RF, RailTel will not provide shifting charges where shifting is requested. If shifting to the new site is not possible due to non-feasibility or non-availability of roof top rights, the link will be surrendered.
- 3.1.46 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.47 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of RailTel:
  - a. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the RailTel and to any new contractor engaged by the RailTel, for the smooth switch over and continuity of the Services.
  - b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the RailTel shall have as per this Agreement, the RailTel at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the RailTel gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the RailTel in availing such services from the alternative source.

### 3.2 **Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

- ☐ The bidder should have commissioned and success fully maintained at least 14 No. of (35% of advertised number of links) RF data communication links with minimum 2Mbps capacity. for a period of minimum one year for reputed Institution/ Central Govt. organization / PSU/ Telecom/ Datacom Service provider during the last three financial years and & current year before the opening of tender.

Document to be submitted: Purchase orders/Work order and experience certificate from the customer/s.

**Financial:**

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 2018-19.

The tenderer should have Registration number for GST and any other statutory registration that will be introduced by Govt. of India/State Govt. of India during the currency of the contract or the tenderer shall give the undertaking to submit the same on acceptance of tender in respective state where work is to be executed.

Client References contact details (e mail/ land line mobile number) of the customers for whom bidder has executed similar Projects (Start date and End date of project to be mentioned) in the past three years.

*Document to be submitted:* At least three client references

The bidder should not have been blacklisted/ debarred for corrupt and fraudulent practices by Govt. Organisations.

*Document to be submitted:* Self-declaration on the letter head.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

### 3.3 **Offers by a Third-Party**

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

### 3.4 **Duration of contract**

The contract shall be valid for a period of three years from the date of first Purchase Order issued by RailTel. The bidder shall have the option to agree for the extensions of the solution (from the date of expiry of the contract) for two years not less than one year at a time and at the request of the RailTel with same rate, terms & conditions. In case of extension of the contract, the terms and conditions of this Tender will be applicable, unless stated otherwise. However, in any case, even if the bidder is desirous of exiting the contract, the bidder will not exit the contract till the RailTel puts an alternative vendor in place or a period of one year whichever is earlier.

### 3.5 **Cost of Bidding:**

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

- 3.5.2 The successful bidder shall bear all cost relating to UAT & SAT of the solution provided by the bidder. For doing the security review, the bidder will have to give access to the RailTel/ RailTel's customer/its authorized representatives, including third party representatives.

### 3.6 **Documents constituting the Tender:**

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

- (a) Chapter- 1 : e-Tendering Instructions
- (b) Chapter -2 : Schedule of requirement
- (c) PART 1 : Invitation to Bid
- (d) PART 2 : Disclaimer
- (e) PART 3 : Instruction for Bidders
- (f) PART 4 : Terms and Conditions of Contract (TCC)
- (g) PART 5 : Requirement Specifications, Bid Forms and other forms
- (h) Checklist

The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender. Failure to furnish all information required by the Tender or submission of a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### 3.7 **Clarifications / Amendments**

- 3.7.1 Bidder requiring any clarification of the Tender may notify the RailTel in writing to the given email-ids on or before the 15 days before last date of submission of tender”.
- 3.7.2 Text of raised queries (without identifying source of query) and response of RailTel together with the amendment to the bidding document, if any, will be sent to the bidders through email.
- 3.7.3 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be uploaded in RailTel website only.
- 3.7.4 At any time prior to the deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment –will be uploaded in RailTel website only.
- 3.7.5 In order to enable the bidders a reasonable time in which to take amendments into account in preparing the bids, RailTel, at its discretion, may extend the deadline for submission of bids. Such amendments will be uploaded in RailTel website.
- 3.7.6 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. RailTel will not take responsibility for any omissions by the bidder.

### 3.8 **Language of Bid**

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

### 3.9 **Documents Comprising the Bid**



3.9.1 Documents in the **Techno-commercial** proposal, should contain the following:

- a) A full description of the solution along with logical diagrams (showing all the components being offered as part of solution), which must provide an acceptable solution.
- b) Technical specifications (Annexure-5.1)
- c) Undertaking of Authenticity (Annexure-5.3)
- d) Offer Letter/Bid Form (Annexure-5.2)
- e) SLA Terms and Conditions for Hardware, Software, Maintenance and Support Services (Annexure -5.4)
- f) Bidder's organization profile (Annexure-5.6)
- g) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 3.2 and 3.12 of the Bidding document.
- i) Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents as per clause 3.13.

3.9.2 Tender Document must be digitally signed and uploaded in e-tendering portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender and should be uploaded as part of technical bid as per clause 3.9.1.

3.9.3 The above documents should be completed in accordance with the Tender and duly signed by the authorized representative of the Bidder and stamped digitally signed / with the official stamp of the Bidder (authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

3.9.4 While uploading the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/group. The other papers, forms as mentioned above etc. should form the main section and should be submitted in one group, separate from the section containing literature.

3.9.5 The rate shall be quoted in the relevant page of IREPS portal of the tender. Rate shall be "Excluding GST".

### 3.10 **Bid Price**

3.10.1 Price is to be quoted in **Indian Rupees** only.

Under this Tender, all the weigh bridges require **20 Mbps** bandwidth and commercial quotation shall be asked for 20 Mbps bandwidth.

The RailTel will pay for the connectivity charges for the RF links as per accepted rate.

3.10.2 The price quoted shall be inclusive of all levies, license fees etc. GST will be paid extra as applicable. The quoted prices should also include all other charges like packing/forwarding/freight/transit insurance of equipment and accessories etc., to be delivered at the specified locations.

- 3.10.3 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. (other than GST) by Central/State Government/ local bodies. A bid submitted with an adjustable price quotation (other than GST) will be treated as non-responsive and will be rejected.

3.11 **Delivery Schedule and Penalty for Delayed Deliveries**

- 3.11.1 The individual links have to be successfully commissioned at sites specified by RailTel in the PO, asap. However, for the purpose of penalty for delayed commissioning, penalty will be applicable on the number of sites/links which are not commissioned as per the target specified in this document.
- 3.11.2 The successful bidders shall provide connectivity for 100% of the locations under the scope. In other words, the vendor has to endeavor to make all ordered for locations feasible by expanding its reach/infrastructure, wherever necessary.
- 3.11.3 If bidder is feasible at a given location, but due to any issue, if RailTel/Customer is not able to obtain rooftop rights within six months of the declaration of feasibility by the bidder as per the prescribed form, the date of communication to the bidder by RailTel regarding obtaining roof top rights will be deemed as the date of PO for the given site. However, all other Tender terms will continue to be applicable.
- 3.11.4 In case of non-compliance with the above clauses, the RailTel would invoke the EMD/Performance Bank Guarantee, forfeiture of Security Deposit and consider other measures not limited to blacklisting the bidder.
- 3.11.5 In the event of the vendor not adhering to the timelines specified above, penalty as prescribed in clause 4.14 of Part-4 shall be levied unless the site qualifies for any relaxation provided elsewhere in the Tender/Corrigendum.
- 3.11.6 'Site Survey', 'Installation Certificate' /In Operations Certificate and 'Acceptance report for successful commissioning' must be maintained by the selected vendor for future reference like Penalty Calculation. The formats would be finalized in consultation with RailTel. The vendor is also required to submit Proof of Delivery (POD) and Bill of material of all the link delivered at the sites specified by RailTel. This shall be one-time activity and the date of successful commissioning of link as mentioned earlier at clause 3.1.14 in this document shall be considered as the billing's start date.
- 3.11.7 In the event of non-adherence to delivery schedule at any point of time, the RailTel also reserves the right to cancel the Purchase Order and forfeit the EMD (or PBG in case PBG is submitted), after due notice. In the event of such cancellation, the vendor is not entitled to any compensation.
- 3.11.8 The Purchase Order and all communication related to it shall be made by the RailTel Corporation of India Ltd., Eastern Region. Correspondence should also be with the authority placing the purchase order.

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

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

- 3.12.2 that 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.
- 3.12.3 **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 tendere as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.**
- 3.12.4 **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 and 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 tenderer as far as his qualification for the tender is concerned.**
- 3.12.5a. RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available 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) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 3 (Three) years.
- 3.13 **Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents**
- 3.13.1 The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.
- 3.13.2 Any deviations from specifications should be clearly brought out in the bid.
- 3.13.3 The Bidder should quote for the entire package on a single responsibility basis for hardware, software and services it proposes to deliver.
- 3.14 **Earnest Money Deposit (EMD)**
- 3.14.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 1,34,600/- (Rupees one lac thirty-four thousand six hundred only) through e-payment gateway as per details given in the tender notice.
- 3.14.2 The EMD is required to protect the RailTel against the risk of Bidder's failure to undertake the work, which would warrant the EMD's forfeiture.

3.14.3 Any Bid not secured, as above, will be rejected by RailTel, as non-responsive. However, firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

3.14.4 The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of procurement process and necessary approvals,

3.14.5 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

The EMD of the successful bidder will be adjusted towards part of security Deposit.

### **3.15 Period of Validity of Bids**

3.15.1 The terms of the Contract including the price shall remain valid for period of contract from the date of start of the contract period. RailTel has the right to place more orders on the successful bidder at the contracted rate in respect of any existing/new customer premises/office till the continuity of the contract. A Bid valid for a shorter period may be rejected by RailTel as non-responsive.

3.15.2 In exceptional circumstances, RailTel may solicit the Bidder's consent to an extension of the period of validity.

### **3.16 Format and Signing of Bid**

3.16.1 Each bid shall be in two parts: -

3.16.1.1 **Part I- Technical Proposal.** (as per clause 3.9 above)

3.16.1.2 **Part II- Price Bid** (as per clause 3.10 above)

3.16.2 Price duly filled in IREPS portal and uploaded.

3.16.3 The bid shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

**3.17 SUBMISSION OF OFFLINE BID** – pls. Refer Clause.13, Chapter-1

**3.18 Last date of & time of Submission of Bids**

- 3.18.1 Bids must be received by RailTel at the address specified, no later than the date and time specified in the “Schedule of Events” in Invitation to Bid.
- 3.18.2 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.
- 3.18.3 RailTel may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations RailTel and bidders previously subject to the deadline will thereafter be subject to the extended last date of submission.

**3.19 Late Bid**  
Not used.

**3.20 Modification and Withdrawal of Bids**

- 3.20.1 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 prescribed last date time of submission.
- 3.20.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered to RailTel office at 3<sup>rd</sup> 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.
- 3.20.3 No Bid may be modified after the Last date and time for submission of Bids.
- 3.20.4 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.

**3.21 Opening of Techno-Commercial Bids by RailTel**

- 3.21.1 The Bidder’s names, bid modifications or withdrawals and the presence or absence of requisite EMD and such other details RailTel, at its discretion, may consider appropriate, will be announced at the time of Bid opening.
- 3.21.2 Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**3.22 Preliminary Evaluation**

- 3.22.1 RailTel will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.22.2 Prior to the detailed evaluation RailTel will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

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

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

**3.23 Evaluation of Techno-Commercial of Bids:**

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

3.23.2 RailTel reserves the right to evaluate the bids on technical and functional parameters and witness demos of the system and verify functionalities, etc.

**3.24 Evaluation of Price Bids and Finalization**

3.24.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be for considered for commercial evaluation.

3.24.2 Technical evaluation will be considered only for eligibility and L1 will be identified based on Price bid only.

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

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

3.24.4 The time provide to the selected bidder for project completion, as stipulated at clause 3.11.2, is inclusive of all tasks to be performed by the bidders for delivery of the links ordered, including task of feasibility study.

3.24.5 If the vendor fails to adhere RailTel, at its sole discretion, besides levying the stipulated penalty(ies), may cancel the order.

3.24.6 After provision of the initial connectivity, if later, bandwidth upgrade is required, the existing Service Provider (SP) will upgrade to the higher bandwidth. However, if the vendor fails to upgrade the bandwidth within a period of two weeks from the date of Purchase Order, RailTel reserves the right to surrender the connectivity immediately and obtain fresh connectivity from any other vendor.

3.24.7 The System and/or Services covered under this bid are to be installed and commissioned within the period mentioned in this Tender document. No credit will be given for early deliveries.

**3.25 Contacting RailTel**

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

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

**3.26 Award Criteria**

- 3.26.1 RailTel will award the Contract to the successful Bidder, who have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, in terms of clause 3.24.4. The successful bidders shall provide connectivity for 100% of the ordered locations in SECL command area.
- 3.26.2 If the vendor fails to provide feasibility in the stipulated time, RailTel, at its sole discretion, may cancel the order and place a fresh order.

**3.27 RailTel's right to Accept Any Bid and to reject any or All Bids:**

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

**3.28 Notification of Award**

- 3.28.1 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.
- 3.28.2 Upon award of work to the successful Bidders, RailTel will notify other unsuccessful Bidders and will release their EMD.

**3.29 Performance Bank Guarantee:**

- a. The successful bidder shall have to submit a Performance Bank Guarantee (PBG) amounting to Rupees 5% of contract value including GST 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 31<sup>st</sup> 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 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor. In case less than (-) 25% variation, PBG amount 5% of reduced contract value to be submitted & original PBG to be released thereafter.

The Performance Bank Guarantee (PBG) shall be released after satisfactory completion of service period and submission of no due certificate by the contractor.

### **3.30 SECURITY DEPOSIT:**

Security deposit shall be 5% of the total Contract Value including GST.

- i) The amount of EMD of the successful bidder shall be adjusted towards Security Deposit (5% of the contract value) including GST.
- ii) The balance amount should be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting Contractor RailTel may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 5 % of the total value of the contract.
- iii) Unless otherwise specified in the special conditions, if any, the rates for Deposit / rate of recovery / mode of recovery shall be as under:
  - a) Security Deposit should be 5% of the contract value.
  - b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
  - c) Security Deposits will be recovered from the running bills of the contract only and no other mode of collecting Security Deposit such as Security Deposit in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
  - d) Security Deposit will be released after successful completion of the complete contract period, as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract.
  - e) No interest will be payable upon the Earnest Money / Security Deposit or any amounts payable to the Contractor under the Contract.

### **3.31 Signing of Contract:**

- 3.31.1 In the absence of a formal contract, the Bid document, together with the RailTel's Letter of Acceptance and the vendor's acceptance thereof, would constitute a binding contract between the RailTel and the successful Bidder.
- 3.31.2 Failure of the successful Bidder to comply with the requirement of the Tender shall constitute sufficient grounds for the forfeiture of EMD/PBG followed by the annulment of the award.



- 3.31.3 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.

**3.32 Miscellaneous:**

- 3.32.1 All documents in response to this Tender must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- 3.32.2 All pages of this Tender document must be digitally signed/ 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 technical bid.
- 3.32.3 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to RailTel.

**PART 4****TERMS AND CONDITIONS OF CONTRACT (TCC)****Table of Clauses**

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## **PART 4**

### **TERMS AND CONDITIONS OF CONTRACT (TCC)**

**4.1 Definitions:** Please refer section 1.3 (Tender Terminology at Page No.8).

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.

**4.2 Use of Contract Documents and Information**

4.2.1 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.

4.2.2 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.

**4.3 Country of Origin / Eligibility of Goods and Services**

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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.

**4.4 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.

**4.5 Inspection and Quality Control Tests:**

4.5.1 The RailTel reserves the right to carry out pre-shipment factory / godown inspection by a team of RailTel or demand a demonstration of the solution proposed on a representative model in Bidder's office.

4.5.2 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

- ☐ Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the supplier / Testing Agency.
- ☐ The supplier should intimate RailTel before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
- ☐ In the event of the hardware and software failing to pass the acceptance test, as per the specifications and schedule given, RailTel reserves the right to cancel the Purchase Order and forfeit the EMD/PBG.
- ☐ The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, system software and the other software. The supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the RailTel against any levies/penalties on account of any default in this regard.
- ☐ On successful completion of acceptability test, receipt of deliverables, etc., and after RailTel is satisfied with the working on the system, the acceptance certificate will be signed by the representative of RailTel

4.5.3 RailTel's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and or its representative prior to the products shipment from the place of origin by RailTel or its representative prior to the installation and commissioning.

4.5.4 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

**4.6 Delivery and Documentation:**

4.6.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.6.2 Delivery of the Solution and its components shall be made by the Vendor in accordance with the Tender. On demand by RailTel, the details of the documents to be furnished by the Vendor are specified here under: -

- ☐ Copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
- ☐ Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
- ☐ 2 copies of packing list identifying contents of each package.
- ☐ Insurance Certificate.
- ☐ Manufacturer's / Vendor's warranty certificate.

4.6.3 If required, the above documents shall be received by RailTel before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

4.6.4 Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved / ordered.

4.6.5 For the System and other Software, the following will apply:

- ☐ The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- ☐ The Vendor shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- ☐ In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by RailTel.
- ☐ The vendor shall explicitly absolve RailTel of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve RailTel in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

#### 4.7 **Insurance:**

4.7.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis. This is to be followed by subsequent insurance at site valid for a period not less contract period of the project (as stipulated at Clause 3.4)

4.7.2 Should any loss or damage occur, the Vendor shall:

- ☐ initiate and pursue claim till settlement and
- ☐ Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### 4.8 **Right to use defective product:**

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

#### 4.9 **Payment terms:**

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

Quarterly rental Charges will be paid end of 1<sup>st</sup> quarter as shown below:

□ **First Payment:** Shall be paid on completion of 1<sup>st</sup> quarter and upon submission of:

- (a) Tax Invoice for the period of service;
- (b) Delivery challans and installation reports on satisfactory installation “In operations certificate” (Format as per Annexure 5.8) will be prepared by the bidder’s engineer and will be signed by the RailTel official, where the link and other related networking equipment are installed; and
- (c) Communication from RailTel official having successfully commissioned the links.

**Subsequent Payments:** After expiry of each subsequent period of quarterly operations and upon submission of invoice and SLA report for the period of service. The delayed commissioning etc. penalties would be deducted by RailTel at the stage it deems appropriate.

#### 4.10 **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.

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

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

#### 4.13 **Delays in the Vendor’s Performance:**

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

4.13.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) (if permitted by RailTel) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify RailTel in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor’s notice, 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.

4.13.3 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.

#### 4.14 **Liquidated Damages:**

4.14.1 If the Vendor fails to deliver any or all of the Products 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, as liquidated damages, a sum equivalent to 1/2 % 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 forfeiture of Security Deposit perform the terms of this Tender.

- 4.14.2 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.

4.15 **Termination of contract:**

- 4.15.1 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

- 4.15.2 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.

4.16 **Force Majeure:**

- 4.16.1 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.

- 4.16.2 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 cut

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.

- 4.16.3 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.
- 4.17 **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.
- 4.18 **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.
- 4.19 **Resolution of Disputes:**
- 4.19.1 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.
- 4.19.2 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:
- 4.19.3 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.
- 4.19.4 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.
- 4.19.5 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 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.



4.19.6 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless be 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.

4.20 **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.

4.21 **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.

4.22 **Taxes and Duties:**

4.22.1 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.

4.22.2 Income Taxes in India: The Vendor shall be liable to income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

4.22.3 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.

4.22.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.23 **Vendor's obligations:**

4.23.1 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.

- 4.23.2 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.
- 4.23.3 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.
- 4.23.4 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.
- 4.23.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 4.23.6 The Vendor will treat as confidential all data and information about the Bank, 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.

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

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5.10	Price Bid	

**ANNEXURE – 5.1****Technical Specifications**

<b>Srl. No.</b>	<b>Description</b>	<b>Yes/No</b>	<b>Remarks</b>
1.1	Bidder should provide connectivity with 1:1 committed Information rate bandwidth for uplink as well as downlink for the RailTel's customer connectivity of minimum 20 Mbps bandwidth/as per requirement		
1.2	If RF connectivity is used, then frequency used shall in the De-licensed band of 2.4 Ghz. – 2.4835Ghz. Notification No. G.S.R. 45 (E), dated 28.1.2005 or in the band of 5.825Ghz. to 5.875 Ghz shall conformity with Ministry of Communication & Information Technology (WPC) Notifications.		
1.3	VPN should support connectivity and should not have any physical and logical interference with other customers or Internet route/traffic.		
1.4	The bidder should provide Ethernet connectivity over RJ45 interface (or any other interface i.e. serial etc. specified by the customer) to connect customer premises router to the wired/wireless network Cables with required interfaces have to be arranged by the bidder.		
1.5	Bidder should provision all equipment required to provide the wired/wireless connectivity at Weigh Bridge/ office for getting usable wireless signal strength i.e. cabling from antenna customer's router located in the Systems Room. The bidder has to adhere to standard cabling practices.		
1.6	Bidder has to repair/ replace faulty/damaged equipment at the bidder's own cost, irrespective of the reason of fault/ damage, during the contract period. However, the "force majeure" clauses will apply. In any case, the bidder will have to arrange for replacement of the faulty/ defective equipment, asap.		
1.7	Wherever External antennas are installed, it should have proper lightning & Surge protection arrangement/ devices.		
1.8	Bidder shall meet all the Govt. or other Regulatory directions/ requirements and ensure compliance.		
<b>2.</b>	<b>NETWORK PERFORMANCE PARAMETERS:</b>		
2.1	Wherever wireless link issued, trans-receiver should have sufficient signal margin so as to have reliable link working. Vendor shall ensure that sufficient fade margin available in each link being commissioned for reliable service delivery.		

Srl. No.	Description	Yes/No	Remarks
2.2	Latency should not be more than 120 ms (End to End) for a 1500 byte packet size measured for a minimum of 1000 packets.		
2.3	Average Jitter of the connectivity should be less than 30ms measured for a minimum 1000 packets		
2.4	Minimum MTU (maximum transmission unit) size should be 1500 bytes		
<b>3</b>	<b>Parameters for bidder's link and devices :</b>		
3.1	Bidder should use products of reputed OEMs for the complete solution including the equipment at Customer premises. Bidder should not use retail products like Universal Serial Bus (USB) dongle and home use router/switch. Equipment at Weigh Bridge/office should have following capabilities and configured accordingly (This is to ensure adherence to IT best practices) as given in Annexure -5.7		
<b>4</b>	<b>Capability of devices</b>		
4.1	SNMPv3 support		
4.2	Network Time Protocol Version 4(NTPv4), Syslog, Ping, Trivial File Transfer Protocol (TFTP) and Secure Shell version 2 (SSHv2)		
4.3	Internet Protocol version 6 (IPv6) support.		
4.4	The network of the TSP shall be capable of handling incidents like distributed denial of service (DDOS), Brute force attack etc.		
4.5	Temperature Range: -15 to +55 degrees Celsius		
<b>5</b>	<b>Device Management</b>		
5.1	Unwanted services should be disabled on the devices.		
5.2	Remote device management should be done with secure channel e.g. SSHv2 and above.		
5.3	Access of devices should be provided to authorize users based on Internet Protocol(IP), media access control (MAC), Ingress/ Egress Packet Filtering etc.		
5.4	Administrative access of devices should not be through generic user id.		
5.5	All devices should be time-based (NTP) synchronized.		
5.6	Management traffic should be separate from the data traffic.		

Srl. No.	Description	Yes/No	Remarks
5.7	RailTel and/or third party consultants hired by SECL should have rights to audit/review the whole setup of the bidder catering to SECL's application		
5.8	The proposed solution should be IPv4 and IPv6 compliant.		
6	<b>Incident management</b>		
6.1	Prevention mechanism for mis- configuration		
6.2	Alert mechanism should be in place for any incident occurred etc.		
6.3	Every incident reported should be notified to RailTel and documented.		
7	<b>Patch management</b>		
7.1	Network devices should be updated with latest firmware and security patches.		
7.2	Process for performing update should be maintained and approved by RailTel.		
7.3	Bidder has to ensure complete data privacy and should use private IP addresses only. The bidder will ensure physical and/or logical segregation of RailTel customer links from that of other networks.		
7.4	Bidder shall do adequately strengthened encryption algorithm to encrypt the entire data when it is traveling through the air.		
7.5	The TSP should furnish service level agreement performance reports on a monthly basis.		
7.6	The TSP should keep the historical data in the portal for a period of last one year at any point of time in a reusable format.		
8	<b>Mast Specifications</b>		
8.1.1	<b>Specification for mast height &lt;=3metres</b> Monopole tower should be used		
8.1.2	A monopole tower should be guyed or self-Supported		
8.1.3	Hollow, heavy duty, thick non-corrosive steel tube, with high strength should be used.		
8.1.4	Weight of structure should be less than 15 kg.		
8.1.5	Deflection of antenna should be less than 05Cm for winds <=150Kmph		
8.1.6	Total floor area covered by the installation should not be more than 1 square foot.		

Srl. No.	Description	Yes/No	Remarks
8.2	<b>Specification for mast height for more than 3metre and less than equal to 9 Meters</b>		
8.2.1	Tower should be guyed and may be fitted with climbing rungs where necessary		
8.2.2	Guyed masts may be in lattice, triangular or square, tapered or straight, as well as monopole structural forms.		
8.2.3	Weight of structure should be less than 50kg		
8.3.4	Deflection of antenna should be less than 15Cm for winds $\leq 150$ Kmph		
8.2.5	Total floor area covered by the installation should not be more than 4 square feet excluding the guy wires.		
8.3	<b>Specification for mast height for more than 9 meters</b>		
8.3.1	Tower should be in lattice, triangular or square, tapered or straight		
8.3.2	Base of the tower should be on a concrete structure. If tower is erected on ground, should have a firm foundation made of good quality concrete structure of which minimum 1 meter part should be inside a pit in the ground.		
8.3.3	Tower may be guyed and should be fitted with climbing rungs		
8.3.4	Weight of structure should be less than 200 Kg.		
8.3.5	Deflection of antenna should be less than 05Cm for winds $\leq 150$ Kmph		
8.3.6	Total floor area covered by the installation should not be more than 9 square feet		
8.3.7	Mast/tower should have protection including anti-climb system against birds, monkeys and other animals		
8.3.8	All structural components including washers, clips, nuts & bolts should be galvanized (anti rust)		
8.3.9	Separate down conductors shall be installed from each tower to earth		
8.3.10	Wires from the antenna should be properly guided and firmly bound to mast		
8.3.11	Outdoor wire should have proper shielding from antenna till system room		
8.4	<b>Maintenance of the tower</b>		
8.4.1	Towers require regular maintenance for Purposes of early detection of deterioration and as a mandatory measure to prevent breakdowns and the attendant consequences.		

Srl. No.	Description	Yes/No	Remarks
8.4.2	Engineers should visit and conduct health checkup of the tower in every first and third quarter or as and when called by /RailTel Customer. If anything is found to be faulty should be replaced/repared without any cost to RailTel.		
8.4.3	The top of mast or tower should be painted red. Rest of the pole; mast or tower should be painted blue (non gloss paint)		
8.4.4	Tower should be painted every two years,		
8.4.5	For every tower site, vendor shall keep a maintenance log book and get signatures from branch for every preventive checkup visit. Log book should contain the following information: a. Installation Date b. Next preventive due dates c. Next Painting due dates d. Adhoc Maintenance dates e. Details of activity carried out and replaced parts f. Name and address of Engineer		



**ANNEXURE-5.2**

**OFFER LETTER/BID FORM**

**(Part of the Technical Bid)**

Date: \_\_\_\_\_

To  
RailTel Corporation of India Limited,  
Eastern Region, 3<sup>rd</sup> & 16<sup>th</sup> Floor,  
Chatterjee International Centre,  
33A Jawaharlal Nehru Road,  
Kolkata – 700 071.

Dear Sir,

**Ref: Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1115 dated: 06.09.2019**

We have examined the Tender, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by RailTel and we offer to supply, install, test, commission and maintain the solution detailed in Annexure-5.1 as per the terms and conditions spelt out in the Tender. We shall participate in the bid.

2. While submitting this bid, we certify that:

- ☐ The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
- ☐ Price bid submitted by us have been arrived at without agreement with any other Bidder of this Tender for the purpose of restricting competition.
- ☐ The price bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this Tender.
- ☐ We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- ☐ The rate quoted in the price bids for the solution are as per the Tender and subsequent pre-bid clarifications/ modifications/ revisions furnished by RailTel without any exception.

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

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

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

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

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

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

9. Earnest Money deposit online Transaction ID .....dated ..... for Rs. .... (Rupees ..... only). The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Bank Guarantee.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

SIGNATURE OF WITNESS 1.

2.

**ANNEXURE-5.3****Undertaking of Authenticity**

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

**Sub: Undertaking of Authenticity for Hardware and Software Supplies**

**Ref: Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1115 dated: 06.09.2019**

With reference to the equipment being quoted to you vide our Bid No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective original equipment manufacturers (OEMs) of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation.

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied; the same will be procured from authorized sources and supplied with Authorized License Certificate (e.g. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. In case of default and RailTel finds that the above conditions are not complied with, we agree to take back the equipment supplied, without demur or any reference to a third party and without prejudice to any remedies RailTel may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software, we agree to take back the equipment without demur, if already supplied.

5. We also take full responsibility of both parts and Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

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

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (In the capacity of)

Duly authorized to sign Bid for and on behalf of  
 \_\_\_\_\_

**ANNEXURE-5.4****SLA Terms and Conditions****For Hardware, Software, Maintenance and Support Services**

1. The Vendor warrants that the products (hardware, software etc.) supplied under the contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, which may develop under normal use of the supplied products in the conditions prevailing in India.
2. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
3. During the term of the contract, the Vendor will maintain the link/network in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - a. The Bidder shall rectify any defects, faults and failures in the solution and shall repair/replace worn out or defective parts of the solution promptly, at no extra cost to RailTel.
  - b. Vendor shall at all times keep sufficient stock of spares.
4. Network Uptime, Payments and Penalty:
  - a. The Purchase Orders shall be issued by Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3<sup>rd</sup> & 16<sup>th</sup> Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 and the payments shall also be made by the PO issuing authority.
  - b. The rentals will be paid end of each quarter; SLA and penalty will be calculated on monthly basis.

The Bidder is required to ensure a minimum availability (Uptime) of 98% for the contracted link(s), on monthly basis. In case, the monthly availability falls below 98% for a link, penalty would be imposed on the Bidder and the same would be deducted from the residual amount payable to the Bidder.

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

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

**Link Availability in %**

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

**SLA:**

<b>Uptime @ in a calendar Month</b>	<b>Penalty (% of Monthly rent for each link)</b>
greater than 98%	Nil
greater than 96.5 %, less than or equal to 98 %	10%
greater than 95 %, less than or equal to 96.50 %	25%
greater than 93.5 % less than or equal to 95 %	50%
greater than 90.00 % to less than or equal 93.50 %	75%
Less than 90.00 %	100% + RailTel reserves the right to surrender the link

If down time per link failure more than 4 hrs. in a month, then following rebate will be extended to RailTel .

1. 4hrs - 6hrs = 10%
2. 6 hrs - 8 hrs = 15%
3. 8 hrs - 10hrs = 20%
4. 10hrs - 12 hrs = 25%
5. For more than 12 hrs = 50%

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

- The Availability will be calculated for each individual links.
  - Availability shall be calculated on monthly basis.
  - Preventive maintenance is to be carried out on as required as per tender conditions.
  - No. of days in the month will be calculated as per the no. of days in a calendar month.
  - The downtime will be measured on monthly basis.
  - The system down time should not exceed 4 hours from the time at which the complaint was made. In case, the link is not restored within stipulated time, the RailTel may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the BIDDER.
  - BIDDER shall check each component under the respective SOR, installed at the Customer premises & RailTel PoP at least once in a month.
  - The SLA breach penalty will be applicable on the selected bidder.
5. Bills submitted by the Vendor shall not be paid by the RailTel till compliance. In case even after withholding payments there is no improvement, RailTel may invoke at its discretion relevant clauses of the Tender Document.

6. Penalty for not providing any other feature/facility and/or complying with term as per Tender Document. RailTel may stop the payment till the issue is resolved and/or may put a reasonable penalty on the vendor.
7. The Vendor's maintenance personnel shall be given access to the equipment when necessary, for the purpose of performing the repair and maintenance services indicated in this Tender Document.
8. Customer shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust, etc. within the standard acceptable limits required for the solution.
10. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
11. If in any quarter, the Vendor does not fulfill the provisions of clauses given above, only the proportionate charges for that period during the quarter will be considered payable by RailTel without prejudice to the right of RailTel to terminate the contract. If the Vendor has been credited without deducting the proportionate charges (as applicable) for that quarter, RailTel can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to RailTel on demand by RailTel.
12. On account of any negligence, commission or omission by the engineers/resources of the Vendor and if any loss or damage caused to the equipment/solution, the Vendor shall indemnify/pay/reimburse the loss suffered by RailTel.
13. **CONFIDENTIALITY:**
  - 1 The Vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to RailTel/Customer will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information and not to release or disclose it to any other party, the Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to RailTel in divulging the information by the employees of the Vendor, RailTel shall be indemnified. The Vendor agrees to maintain the confidentiality of the Customer's information after the termination of the agreement also.

The Vendor will treat as confidential all data and information about the Customer / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
17. For the breach of any terms and conditions as mentioned in this Tender other than those for which an explicit penalty has already been mentioned, the bills/invoices raised by the selected bidder shall not be processed starting from the quarter to which the breach applies till the resolution of the same. However, depending on the severity of the breach, RailTel may decide to process partial payment of the pending invoices. No interest, or other compensation, shall be paid by RailTel for any delay in payment which arises due to reasons stated in this clause.

**ANNEXURE-5.5****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, 6<sup>th</sup> Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110 053 with Eastern Region office at 3<sup>rd</sup> & 16<sup>th</sup> 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 ..... dated ..... made between RailTel Corporation of India Limited and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rs. .... only). We, ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ..... (name of Bank) 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 the .....day 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-5.6**

**BIDDER'S ORGANIZATION PROFILE**

Details of the Bidder:

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

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

For and on behalf of.....

Authorized Signatory .....

Designation .....

## **ANNEXURE-5.7**

### **IT best practices to be followed by bidders**

#### **A. Device Management**

- \* The devices should be hardened according to latest Secure Configuration
- \* Unwanted services should be disabled on the devices.
- \* Remote Device management should be done with secure channel e.g. SSH V2 & above.
- \* Access of devices should be provided to authorize users based on IP, MAC, Ingress / Egress Packet Filtering etc.
- \* Administrative access of devices should not be through generic user id.
- \* Centralized Access control mechanism should be in place like TACACS, RADIUS etc. to access these devices
- \* All. devices should be time-based(NTP) synchronized.
- \* Management traffic should be separate from the data traffic.
- \* Devices should be physically secured.
- \* Devices should not contain ACL i.e. “IP ANY – ANY Rule”
- \* RailTel’s Customer should have rights to audit/review the whole setup catering to their application.

#### **B. Capability of devices**

- SNMP v3/v4 Support.
- NTPv4, Syslog, Ping, TFTP and SSHv2.
- IPV6 support.

#### **C. Security of traffic flow**

- \* Business Traffic should be encrypted by IPSEC using algorithm AES -128 or higher version.
- \* Prevention mechanism for Denial of Service (DoS) attacks such as control plan.
- \* DoS attack i.e. LDP.
- \* Strong Hashing encryption algorithm should be used for authentication e.g. SHA -2(160 bits key size or more)
- \* Prevention mechanism for attacks like reply attack, Black –hole, Grey – hole, Worm-hole, Router error injection, Attacks against IPSec, Rogue IPsec VPN gateway, offline cracking of Pre Shared key.
- \* Secure IP Routing should be used.
- \* Strong exchange key algorithm should be used for encryption and decryption e.g DH Group 5 & above
- \* PFS [Perfect Forward Secrecy] should be enabled.
- \* Management traffic to and from device should be encrypted
- \* Management control should be from dedicated interface

#### **D. Incident management**

- Prevention mechanism for mis-configuration.
- Alert mechanism should be in place for any malicious event occurred etc.
- Every incident reported should be notified to Bank and documented

#### **E. Patch management**

- Network devices should be updated with latest firmware and security patches.
- Process for performing updated should be maintained and approved by RailTel

**ANNEXURE-5.8****IN OPERATIONS CERTIFICATE****(Format may be amended/expanded by RailTel if required)**

		<b>INSTALLATION OF TELECOM LINK AND RELATED STRUCTURE FOR CUSTOMER PREMISES CONNECTIVITY</b>  <b>CERTIFICATE OF COMPLIANCE:</b>		
		<b>NAME OF THE BIDDER</b>		<b>DATE... ./../2019</b>
<b>I. CUTOMER DETAILS</b>				
LOCATION CODE:				
SITE NAME:				
SITE ADDRESS			DISTRICT:	STATE:
Customer Telephone No with STD code:			Customer Mobile no:	
CIRCUIT ID & Link Details: (To be filled in by vendor)		BANDWIDTH: (To be filled in by vendor)		
INSTALLATION TYPE: RF /OPTICAL FIBRE CABLE				
IF RF		HEIGHT OF THE MAST/TOWER: UP TO 3METER BETWEEN 3M AND MORE THAN 9 METER (Please specify.....meters)		
		TYPE OF MAST: On roof On ground MONOPILE GUYED MONOPILE TOWER		
<b>II. MONOPOLE/TOWER INSTALLATION COMPLIANCE</b>				
(To be filled by Railtel Official/ SBI Branch Manager. Check all that apply, cross that does not apply)				
S.I No.	ITEM	UP TO 3METER	BETWEEN 3M & 9 M	MORE THAN 9 METER
1	Heavy duty, thick non-corrosive steel tube is used			

2	Type of mast	Monopole <input type="checkbox"/>	Monopole or tower <input type="checkbox"/>	Tower is in lattice, tripod or square, tapered shape <input type="checkbox"/>
3	Weight of structure	less than 25 Kg <input type="checkbox"/>	less than 50 Kg <input type="checkbox"/>	Less than 150 kg <input type="checkbox"/>
4	Total floor area covered by the installation	less than 01 Square Foot <input type="checkbox"/>	less than 04 Square Foot <input type="checkbox"/>	less than 09 square Foot <input type="checkbox"/>
5	Mast is guyed (wired support)	Mast is guyed <input type="checkbox"/>	Tower is guyed <input type="checkbox"/>	Tower is guyed <input type="checkbox"/>
6	Base of the tower	Not applicable	Base of the tower concrete structure. If tower is erected on ground, it should have a firm foundation made of good quality concrete structure of which minimum 0.5 meter part Should be inside a pit in the ground <input type="checkbox"/>	Base of the tower is a concrete structure. If tower is erected on ground, it should have a firm foundation made of good quality concrete structure of of which minimum 0.5 meter part should be inside a pit in the ground <input type="checkbox"/>
7	Climbing rungs	Not applicable <input type="checkbox"/>	Tower is fitted with Climbing rungs <input type="checkbox"/>	Tower is fitted with Climbing rungs <input type="checkbox"/>
8	The top of mast or tower should be painted red. Rest of the pole, mast or tower should be painted blue (non gloss paint)			
9	Mast/tower should have adequate protection against all possible disruptions including anti-climb system against birds, monkeys and other animals.			
10	All structural components including washers, clips, nuts & bolts should be galvanized.			
11	Separate down conductors shall be installed from mast/tower to earth.			
12	Wires from the antenna should properly guided and firmly bound to mast.			
13	Outdoor wire should have Proper shielding from antenna till system room Deflection of antenna is less than 05 cm manually			
14	shaking the mast			
15	Signal strength as shown in the meter			
16	Wire from this connectivity is in CP Router			
17	Details of Surge protection provided			
18	Earthing of mast (Earth resistance measured)			
Any other remark on the work being certified:				

<b>III. CERTIFICATE OF COMPLIANCE FOR THE WORK DONE</b>	
I have visually verified the installation and certify that the information provided herein is true and accurate the best of my knowledge.	
SIGNATURE & STAMP OF THE VENDOR	SIGNATURE & STAMP OF RAILTEL OFFICIAL
<b>III. CERTIFICATE OF COMPLIANCE FOR THE WORK DONE</b>	
I certify that the pole/tower erected by M/s.....on behalf of M/s (bidder company). for the connectivity of the Customer details) (...../office adheres to the law of the land (Municipality law, Airport authority law, TRAI guidelines etc) and in case of any legal dispute, I indemnify the RailTel of behalf of M/s..... I also certify that I am authorized for making this declaration.	
SIGNATURE OF THE VENDOR'S REPRESENTATIVE (with name and company stamp)	NAME OF THE BIDDER'S REPRESENTATIVE

**ANNEXURE-5.9****Customer RF Link Requirement Details****Customer: South Eastern Coalfields Ltd.****RF LINK REQUIREMENT DETAILS: LINK CAPACITY: 20 MBPS MINIMUM**

S. No	State	RF Link from	To
1	CHHATTISHGARH	Kusmunda Area Office	Kusmunda WB-2
2			Kusmunda WB-13
3			Kusmunda WB-10
4			Kusmunda WB-16
5			Kusmunda BB
6			Kusmunda K1K2K3
7		Gerva Area Office	Gerva WB-8
8			Gerva WB-10
9			Gerva WB-11
10			Gerva WB-2
11			Gerva WB-15
12			Gerva WB-13
13			Gerva WB-3
14			Gerva WB-7
15			Gerva WB-9
16			Gerva WB-12
17			Gerva WB-4
18			Gerva WB-19
19			Gerva WB-BB
20			Gerva WB-14
21			Gerva WB-18
22		Dipka Area Office	Dipka WB-7
23			Dipka WB-19
24			Dipka WB-4
25			Dipka WB-11
26			Dipka WB-6
27			Dipka WB-10
28			Dipka Silo
29			Dipka WB-16
30			Dipka WB-1
31			Dipka WB-21
32			Dipka WB-12
33			Dipka Railway Siding
34			Dipka WB-5
35			Dipka WB-8
36			Dipka WB-15
37			Dipka WB-20
38			Dipka WB-22

**\*\*\*End of the Technical Bid \*\*\***

**ANNEXURE–5.10****PRICE BID****(Shall be filled online in IREPS portal only)**

To:

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

Dear Sir,

**Ref: Tender No. RailTel/e-Tender/OT/ER/HQ/2019-20/1115 dated: 06.09.2019**

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 excluding GST) per location for RF link (minimum 20 Mbps capacity) from SECL Weigh Bridges to Area Office/ Regional Office/ Regional Store as shown below:

Srl. No.	Description of work	Approx. no. of links	Estimated rate of Annual hiring charges per link (Excluding GST) (Rs.)	Estimated cost of hiring charges for 3 years (Excluding GST) (Rs.)	Rate quoted (Percentage Above/ Below/At par)
	Provision of Connectivity on Radio Frequency link from SECL Area Office/ Regional Office/ Regional Store to Weigh Bridges in Chhattisgarh State for RailTel Corporation of India Ltd., Eastern Region and its maintenance (on hiring basis)	38 Nos.	50,000/-	57,00,000/-	<b>Shall be filled online in IREPS portal only</b>

	<b>It is certified that I/We have inspected the site of work and acquainted myself / ourselves with local conditions, work involved etc.</b>
	<b>The above Rate are exclusive of GST.</b>
	<b>I/We have carefully gone through the Instructions for bidders, Terms &amp; conditions of contract, specifications, and other terms and conditions attached with the tender document.</b>

	<b>I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.</b>
	<b>I/We undertake to provide Performance Bank Guarantee of suitable amount towards faithful maintenance &amp; supports till existence of individual links.</b>

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_



**PART – 6****Check List**

<b>SN</b>	<b>Have you submitted the following documents?</b>	<b>Submitted /complied or Not</b>	<b>Page No/ Ref No. of Offer</b>
1	Cost of tender document or document in support for exemption of Cost of tender document		
2	Earnest Money Deposit or document in support for exemption from submission of EMD		
3.	Original Power of Attorney and Notarized Affidavit Annexure-A (clause-13, Chapter-1) (off line)		
4.	Tender document digitally signed (online)		
5.	Documentary evidence against eligibility criteria( Clause 3.2 , Part-3)		
5	Compliance statement for acceptance of Technical specification & SLA Terms& Conditions Annexure 5.1 & Annexure-5.4		
6	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
7	Cost breakup of price indicating Basic rate, GST and other parts of unit rate		
8	Miscellaneous/ supporting documents asked for in the tender document wherever required to meet up respective criteria		

**\*Note: Non-submission/ non-compliance of above documents as deliberated in check List may make the offer liable to be summarily rejected.**

**\*\* \*\*\*\*\*END OF THE DOCUMENT \*\*\*\*\***