



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम), पूर्वी क्षेत्र,
RailTel Corporation of India Limited
(A Govt. of India Undertaking)

3rd & 16th Floor, Chatterjee International Centre,
33A, Jawaharlal Nehru Road,
Kolkata – 700071

(CIN: U64202DL2000GOI107905)

IREPS Portal: <https://www.ireps.gov.in>

RailTel Website: www.railtelindia.com

**ELECTRONIC TENDER DOCUMENT
FOR**

**Hiring of Lease Line Bandwidth from Korba to
Ambikapur for RailTel Corporation of India Ltd.,
Eastern Region.**

Tender No. RCIL_ER_2020-21_1239 Dt. 21.01. 2021

Due date for opening: 19.02.2021



RailTel Corporation of India Limited

Eastern Region, 3rd & 16th Floor, Chatterjee International Centre,

33A, Jawaharlal Nehru Road, Kolkata – 700 071.

Telephone:033-44009999 FAX: 033-44009990

Website: www.railtelindia.com

Tender No. RCIL_ER_2020-21_1239

Dt.21.01.2021

RailTel Corporation of India Ltd., Eastern Region, 3rd & 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata - 700071 invites Open e-Bids in Single Stage Two Packet System from established and reliable service providers for “Hiring of Lease Line Bandwidth from Korba to Ambikapur for RailTel Corporation of India Ltd., Eastern Region.”

| | | |
|--|--|--|
| 1 | Open Tender No. | RCIL_ER_2020-21_1239 Dt.21.01.2021 |
| 2 | Last date & time for submission of tender | 19.02.2021 up to 14:00 hrs. |
| 3 | Opening date & time of tender documents | 19.02.2021 at 14:30 hrs. |
| 4 | Validity of offer | 60 days from date of opening of tender |
| 5 | Service Delivery Period | 30 days from the date of issue of Letter of Acceptance |
| 6 | Approximate value of supplies | Rs.26,98,329/- (Excl. GST) |
| 7 | Earnest Money Deposit | Rs.63,700- (Incl. GST) |
| 8. | Cost of Tender Document | Rs.3,540/- (Incl. GST) |
| 9. | Web address for availability of tender document and submission of tender | www.ireps.gov.in |
| Earnest Money Deposit & Cost of Tender document shall be submitted through e- payment gateway IREPS Portal | | |

Eligible MSEs are exempted from cost of Tender Documents and EMD only. No other exemption will be given.

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

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

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

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

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

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

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Chapter -- 1
OFFER LETTER

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

Sub: Offer for hiring of Lease Line Bandwidth through Open Tender

Ref: e-Tender No. RCIL_ER_2020-21_1239 Dt.21.01.2021

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

- 2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 30 days from the date of opening of the bid.
- 3) A sum of Rs. _____ (As per Bid Tender Notice) is submitted through payment gateway of IREPS portal with transaction details _____ is herewith as "Earnest Money".

(Signature and seal of the bidder)

Date:

CHAPTER-2**A. SCHEDULE OF REQUIREMENTS & PRICE BID**

Sub: Hiring of Lease Line Bandwidth from Korba to Ambikapur for RailTel Corporation of India Ltd., Eastern Region

Schedule 'A'

| S No. | Service Description | Qty. | Unit | Unit Rate (Rs.) | Amount (Excl. GST) (Rs.) |
|-------|--|------|------|-----------------|--------------------------|
| 1. | ONE TIME CHARGES for Provision 300 mbps. transparent Lease Line Bandwidth from Korba (Chhattisgarh State) to Ambikapur (Chhattisgarh State) | 1 | Job | 1,50,000 | 1,50,000.00 |

| | |
|---|--|
| Percentage quoted on <u>Schedule 'A'</u> (At par/ Below/ Above) | Shall be filled online in IREPS portal only |
|---|--|

Schedule 'B'

| S No. | Service Description | Qty. | Unit | Unit Rate (Rs.) | Amount (Excl. GST) (Rs.) |
|-------|---|---------|-------|-----------------|--------------------------|
| 1. | ANNUAL RECURRING CHRGES for Provision 300 mbps. transparent Lease Line Bandwidth from Korba (Chhattisgarh State) to Ambikapur (Chhattisgarh State) including Last Mile charges | 1.83333 | Years | 1390000 | 2548328.70/- |

| | |
|---|--|
| Percentage quoted on <u>Schedule 'B'</u> (At par/ Below/ Above) | Shall be filled online in IREPS portal only |
|---|--|

Note :

- The period of hiring will be from the date of commissioning up to 30.11.2022.

- 2 Rate shall be quoted as per the bid format of IREPS portal and should be exclusive of GST, including other charges applicable, if any. The lease line Band Width shall support multiple VLAN configurations as per RailTel's requirement.
3. BIDDER must provide details of its IP address and Network capacity between the locations.
- 4 No Shared bandwidths options should be provided. In case, bidder is found to be giving an unwanted service option/ service, RailTel can out rightly reject the bid and forfeit the BID security AND/OR PG, as the case may be.
- 5.1 **If required, RailTel may place order for upgradation of LLBW up to 500 Mbps or 1Gbps. Additional charges applicable for upgraded link shall quoted in Annexure-5 and the rate shall be valid for entire period of hiring. The rate quoted for additional charges for upgraded link will not be considered for evaluation of offer i.e, the offer will be evaluated for the rate quoted for 300 Mbps LLBW including one time charges applicable.**
- 5.2 The additional recurring charges applicable for upgraded bandwidth will be applicable from the date of commissioning of upgradation.

B. TECHNICAL REQUIREMENTS

2 Technical Requirement Specifications:

Lease Line Bandwidth:

- a. RailTel Corporation of India Limited is a Public-Sector Undertaking under the Ministry of Railways, Government of India, is a national telecom Bidder having NLD, IP2 and ISP licenses and IP1 registration and have built nation-wide optical fibre network. The Lease line Bandwidth being proposed to be procured through this tender is for the protection to its customer links and for its own consumption. It has been planned that an aggregated bandwidth is to be connected from RailTel PoP/Pol location at Korba and RailTel PoP/Pol location at Ambikapur as detailed in SOR above.
- b. The bandwidth between the location shall be delivered on 1 Gbps. Interface.
- c. RailTel will provide 48V DC Power Supply at both termination points i.e, Korba & Ambikapur if last mile equipment is required to be installed at RailTel's premises.

2.1 Service Description and Delivery:

- 2.1.1 The bidder will have to deliver Uncompressed Lease Line capacity of 300 Mbps. to RailTel. RailTel may place the order to upgrade the BW to 500 Mbps. or 1Gbps capacity as per the requirement.

The bidder shall terminate LLBW at RailTel PoPs/Pol at Korba and at Ambikapur (Chhattisgarh). It would be necessary to provide the last mile on OFC with full redundancy. RailTel will provide 1G port at each of its POP on its router for making through the connectivity. RailTel will also provide co-location facilities like rack & power supply (48V DC) free of cost for the bidder's equipment required for delivering the Lease line to RailTel during the concurrency of the contract.

- 2.1.2 Bidder shall also submit the details of their POIs Locations at Korba and at Ambikapur or its nearest location. In case of multiple POIs locations within the town, connectivity shall be done at the mutually agreed location. In case the bidder is delivering LLBW from its collocated POI Location, the rack space, power supply, fiber extension, cross-connection, permissions, etc. shall be provided by the bidder at no additional cost to RailTel.

2.3 Quality of Service:

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

2.4 Throughput:

The bidder shall guarantee non-blocking hired BW (300/500/1000 mbps) (full duplex)

port throughput on 1G interface on 24 X 7 basis. The guaranteed throughput on the 1G port should be indicated.

2.5 Packet Loss and Latency:

These parameters shall be measured by computing the percent packet loss of 1000 pings of sixty-four (64) bytes each. At any point of time during the contract period, the packet loss shall be less than 1%. This packet loss will be measured from RailTel's NMS to the monitoring IPs. Expected RTT (Latencies) shall be less than 80 msec.

Note: Bidder has to provide a monitoring tool for measuring latency

2.6 Services Availability and Penalty:

2.6.1 The hired Bandwidth shall support jumbo frames with MTU Size 9000. The link should also support multiple VLAN as per the requirement of RailTel. The bidder is supposed to provide reliable & un-compressed Lease Line connectivity

2.6.2 The bidder must sign a Services Level Agreement (SLA) to provide minimum services availability of 99%. The availability of the link shall be computed on monthly basis and the uptime shall be computed on a monthly basis. If the link is down for more than one hour continuously, then outage time will be counted as double the actual downtime for calculation of SLA for the month for that Link.

2.6.3 The penalties will be governed as per the Table below.

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

Table

| Service Parameter | Service Level | Penalties |
|-------------------|------------------------------|------------------------------|
| Link availability | Greater than or equal to 99% | NIL |
| | Between 98% and 99% | Amount equivalent to 2 days |
| | Between 97% and 98% | Amount equivalent to 4 days |
| | Between 96% and 97% | Amount equivalent to 7 days |
| | Between 95% to 96% | Amount equivalent to 10 days |
| | Less than 95% | Amount equivalent to 30 days |

| | | |
|--------------------|---|----------------------------------|
| Packet Loss | 0 or < 1% | NIL |
| | 1 to < 2%, Continuously for two hours or more. | The amount equivalent to 2 days |
| | 2 to < 5%, Continuously for two hours or more. | The amount equivalent to 4 days |
| | 5 to < 8%, Continuously for two hours or more. | The amount equivalent to 7 days |
| | 8 to < 10%, Continuously for two hours or more. | The amount equivalent to 10 days |
| | > 10%, Continuously for two hours or more. | The amount equivalent to 30 days |

| | | |
|----------------------|--------|----------------------------------|
| RTT (Latency) | X% | NIL |
| | X+5% | The amount equivalent to 2 days |
| | X+10% | The amount equivalent to 4 days |
| | X+15% | The amount equivalent to 7 days |
| | X+20% | The amount equivalent to 10 days |
| | >X+20% | The amount equivalent to 30 days |

Note: X =80 msec. (Expected RTT (Latencies) from any of RailTel Router)

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

These parameters would also be measured independently by RailTel as specified and deviation (if any between bidder & RailTel's data) would be reconciled.

RailTel reserves the right to terminate the contract prematurely if it is found that compressed Lease Line Bandwidth is being provided or SLA violations of the highest order happen for any of the parameters i.e. Link Availability, Packet Losses & RTT violation consequently in two successive months. The performance guarantee would be cashed and the bidder would be blacklisted for one year, in such cases.

2.7 Support:

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

be signed soon after the issue of the purchase order.

2.8 Other Conditions:

- 2.8.1 The bidder shall provide configuration information of its router for the ports pertaining to RailTel. The bidder shall configure these ports including access-list, rate limits, route filters, etc. on outgoing and incoming traffic as per RailTel's requirement.
- 2.8.2 The bidder shall provide all the equipment like routers, muxes, converters, etc. for extending the LLBW to RailTel's POP/POI. The equipment shall be provided with the necessary redundancy and auto-switch arrangement wherever feasible. It would be the overall responsibility of the bidder to demonstrate end to end working of the ordered LLBW.
- 2.8.3 The bidder shall make all arrangements for testing and commissioning of end to end IP connectivity.
- 2.8.4 RailTel officials will have the right to inspect the bidder's premises at both ends during tender evaluation to get conformity of all details submitted along with the tender. The tenderer shall allow RailTel officials to visit such installations at short notice.
- 2.8.5 The tenderer shall provide the IP addresses for WAN link connectivity between the router of the tenderer and RailTel's router.
- 2.8.6 Mechanism for logging of complaints related to Fiber connectivity or IP connectivity/routing problems at any point of time during the 24X7 basis service period including contact details of NOC engineers like telephone numbers, name, e-mail, fax, address, etc. shall be submitted to RailTel.
- 2.8.7 Any scheduled maintenance activity required to be carried in the Lease network which would affect RailTel's services would be intimated 3 working days in advance and must be carried out between 02:00 to 06:00 hrs. window of Indian Standard Time (IST).
- 2.8.8 The service provider would provide a mechanism, to RailTel, to measure and monitor the SLA parameters.
- 2.8.9 The tenderer shall intimate RailTel Technical Manager for handling all queries/complaints related to this proposal. He/ She shall be the future single point of contact for RailTel during the period of the agreement. The details of the Technical Manager shall be mentioned in the proposal.
- 2.8.10 The escalation process must be easy & well defined. The escalation matrix should be submitted along with the offer.
- 2.8.11 The bidder must give details of the proposed connectivity.

2.9 Backup Lease Line connectivity:

The bidder must offer backup of connectivity in case of any degradation/failure or outage. Details of such backup arrangements need to be submitted alongwith the offer.

2.10 Backup for Last mile:

The backup for last-mile shall be through OFC ring network. The bidder has to submit OFC network diagram along with bid for both of the mentioned RailTel POP/existing POI locations.

2.11 SPLITTING OF QUANTITY:

Not applicable

CHAPER-3

SCOPE OF WORK

3.1 Bandwidth

The bidder shall provide uncompressed Lease Line Bandwidth of 300 Mbps or an ordered as per SOR between Korba RailTel PoP/POI and Ambikapur RailTel PoP/Pol. **Radio as last mile solution is not acceptable.**

3.2 Hardware and other Deliverables

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

3.4 Implementation Scheme

A detailed implementation schedule should be provided, clearly mentioning the various stages of implementation.

3.5 Service Availability & Performance

As per Chapter-2B.

CHAPTER -4

A. COMMERCIAL TERMS & CONDITIONS

4.1 Background:

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

RailTel intends to Lease Line Bandwidth of 300 Mbps capacity between Korba and Ambikapur in Chhattisgarh State. For this purpose, RailTel intends to place an order for Lease Line Bandwidth from its Pops/Pol Korba and at PoP/Pol of Ambikapur.

4.2 Eligibility Criteria:

4.2.1 The bidder must have the following:

| S No. | Eligibility |
|--------------|--|
| 1. | Bidder company has to be registered in India, must have DOT's License for leasing out of bandwidth. |
| 2. | Bidder must have Optical Fibre connectivity between Korba and Ambikapur and must have the required transmission equipment for the provision of 300 Mbps lease line bandwidth. |
| 3. | The bidder should have a minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year plus three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for the current year, the Statutory Auditor's certificate for turnover of the current year up to the date of bid submission for which Balance Sheet may not be available. |

4.3 Technical Literature and Brochure

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

| SN. | Documents |
|------|--|
| 1. | Bidder shall provide details of arrangements for LLBW provision which must contain a guarantee for providing the service to RailTel as per the agreed Service Level Agreement. |
| 2. | For Lease Line Bandwidth, the bidder shall provide necessary details including drawings wherever required, as detailed below: |
| i) | The capacity of the links and current average Utilization between its PoPs between Korba and Ambikapur. |
| ii) | Point of connectivity and the type and model of router/other equipment on which RAILTEL's link will be terminated at both ends. |
| iii) | Latency and packet drop statistics within its IP for a period of a fortnight about a month before the submission of bid. |
| iv) | Detailed network diagram depicting the above. |
| v) | Proposed new network topology, if planned. |
| 3. | Certificate of incorporation from Registrar of companies. |
| 5. | Articles and Memorandum of Association. |
| 6. | A declaration by the authorized signatory of the bidder that the license(s) is valid and operative and has not been suspended, canceled, or terminated by the Licensor. |
| 7. | Certificate of Experience from the respective customers on their letterheads or by authorized signatory including customer name, date(s) of the provision of bandwidth, address and telephone number of the customers in order to enable RAILTEL to verify the same. |
| 8. | In order to enable the Purchaser to assess the proneness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by it. |
| 9. | Clause-by-Clause compliance along with supporting documents, wherever required. |

4.4 Responses:

The bidder shall go through the entire document and must comply with all the terms and conditions. A compliance statement in the form of Complied or Not-Complied shall be given against each item/clause and specifications of the tender document. The compliance statement should be supported by authentic documentation. Please note that the deviation from the laid down requirements/specifications shall be brought out separately in the deviation sheet to be attached. In case no non-compliance is there, the deviation sheet shall be crossed with **NIL** mark diagonally. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. Failure to comply with these requirements may result in the bid being rejected. The Deviations, if any, should be submitted in Part -1 of the offer. The format of the Deviation Sheet is enclosed as Annexure 'C'.

4.5 Submission of Proposals:

The proposals shall be submitted in two packet system for technical proposal (Part-1) and Price Bid (Part-2) for price bid for the hiring of Lease Line Bandwidth.

- a) **Technical Bid (Part-1)** should contain a proof of submission Earnest Money Deposit (EMD) and cost of the tender document submitted through e-payment gateway of IREPS portal, documentary proof for eligibility criteria and complete technical proposal & shall digitally sign and uploaded through IREPS portal.

It should include technical proposal with full details including description of hardware/equipment and services so as to enable technical assessment of the proposal. This shall also include a categorical clause wise compliance statement. The technical bid must be submitted in a structured manner. The technical bid should comprise of the following in that order:

- i) A letter of authorization duly signed by an authorized signatory.
- ii) A brief covering the technical specifications completely (i.e. executive summary). This must mention the network on which RailTel circuit will be terminated through the provider's network. A connectivity diagram of the same should be shown as well.
- iii) Technical documentation i.e. Product brochures, leaflets, manuals etc.
- iv) Delivery and implementation schedule.
- v) Compliance of the tender document with details of deviations, if any. In case of no deviation, the deviation sheet must be crossed with NIL diagonally. The deviation sheet format is in Annexure 'C'.
- vi) A copy of the SLA that the tenderer proposes to sign with RailTel shall be enclosed. It should also cover the monitoring IPs to monitor packet loss and latency as per the format given in clause 2.4, 2.5, and 2.6.
- vii) TENDER DOCUMENT downloaded from IREPS portal shall be uploaded digitally signed.

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

- b) **Price bid (Part-2)** shall contain the prices and other commercial conditions for the entire proposal. The prices shall be quoted as per the price format given IREPS portal. The price should be exclusive of GST. The rate quoted shall include all other charges etc. excluding GST. The bandwidth is to be provisioned at RailTel's POPs and should be inclusive of all prices including Last Mile/ CPEs etc. for the option where the LLBW is to be delivered up to RailTel's premises.
- c) The proposal shall be digitally signed by the authorized person
- d) Proposals by e-mail or fax shall be rejected out rightly.

- e) Bids not containing complete information/documents in their offer will be rejected.
- f) EMD of the unsuccessful bidders would be returned after placement of the order on the successful bidder. The EMD of the successful bidder would be returned on submission of the security deposit as per Clause No.4.15.

4.6 Earnest Money Deposit (EMD)

- 4.6.1 The tenderer shall deposit earnest money for Rs.63,700/- along with the tender through IREPS Portal. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and that of successful tenderer after the conclusion of Contract and securing Security Deposit
- 4.6.2 Any bid not accomplished with a valid EMD shall be summarily rejected.
- 4.6.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during the validity period and in the case of a successful bidder if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance guarantee (security deposit) in accordance with clause 4.15.
- 4.6.4 Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 4.6.5 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of offer/bid validity prescribed by the Purchaser.
- 4.6.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance guarantee in accordance with clause 4.15.
- 4.6 Earnest Money will bear no interest.
- 4.6.7 **Relaxation to MSEs:**

MSEs registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD and cost of tender document provided they registered for tendered items/work and registration is current and valid. Copy of certificate to be submitted along with the tender bid.

Note:

MSEs registered with NSIC or any other body specified by the Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD and cost of tender document. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid.

MSEs 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.

4.7 Validity of Contract

4.7.1 Validity of Contract will be up to November 2022 from the issued date of letter of Acceptance (LOA).

4.7.2 Based on the rates fixed in the agreement, separate purchase orders shall be placed while extending the contract as per RailTel's requirement. RailTel reserves the right to discover the market prices through fresh tender and terminate the existing contract any time at the end of one year or more, with a notice of one month.

4.8 Clarifications

All queries if any, in connection with this tender shall be sent to Executive Director/Eastern Region through e-mail to pradeepkumar@railtelindia.com with copy to pdjames@railtelindia.com (in word format), In case the bidder requires any clarification regarding the tender document and hard copy by post, they are advised to submit their question/queries in writing to RailTel. Any clarification request received thereafter may not be entertained/ replied to.

4.9 Rejection and Return of Bids

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

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

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

4.10 Evaluation Process

4.10.1 The purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender

- 4.10.2 The bidder has to submit the bid containing the technical bid in one packet and the price bid in the second packet (online) at a single stage in the e-procurement portal only. Some documents have to be submitted offline as per Clause no. 5 Chapter-4B.
- 4.10.2 The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and the financial bids only of technically qualified bidders will be opened and the financial bid TOE will be done.
- 4.10.3 RailTel may discharge the tender at any stage without assigning any reason.
- 4.10.4 Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining the inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Account etc., will also not be considered for determining the inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Account etc. if otherwise, the firm's offer is found to be acceptable.
Inter-se position of the offers will be determined on Total Unit Rate on **CIP destination basis** which will include basic rate, freight, insurance, and any other charge or cost quoted by the tenderer, excluding GST.

4.11 **Contract**

- 4.11.1 After completion of the selection process, RailTel will enter into a contract with the selected bidder. The final contract would be in a format as follows and the following documents would be included as part of the final contract.
- i) This Tender Document.
 - ii) The bidder's proposal in response to this tender and clarifications made in course of the evaluation including all Annexure and supporting documents.
 - iii) An implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled competition dates.

4.12 **Unsatisfactory Performance**

RailTel shall have the sole and discretionary right to assess performance(s) of the LLBW supply by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the system(s) provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post-test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of Para 4.15 below.

4.13 **Award of Contract**

A letter of LOA/Purchase Order will be issued in writing by RailTel to the successful bidder(s) on the rates agreed and the agreement signed with the bidder(s) for the hiring of Lease Line Bandwidth. RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding.

4.14 Installation and Acceptance

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

4.15 Security Deposit/ Performance Guarantee:

The successful tenderer shall submit 3% of the total value of the purchase order towards security deposit/Performance Guarantee in the form of FDR or online transfer or irrevocable Bank Guarantee within 21 days of issue of purchase order failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 21 (twenty-one) days from the date of issue of LOA/PO, from any scheduled bank for the due fulfillment of the contract as per the details given below:

Note:

- 1) 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 the own interest of the 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.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".
- 4) No Interest on Earnest Money and Performance Security

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

4.16 Payment Terms & Paying Authority

Payment shall be made by the Executive Director, of RailTel Eastern Region, to the selected bidder quarterly after submission of the PG and its confirmation. All the invoices shall be submitted to the office of Territory Manager, RailTel Corporation of India Ltd., Bilaspur for verifications and processing of payment.

The payment will be made quarterly basis after acceptance of the service, reconciliation of bandwidth usage and SLA computation, and impact on quarterly payment if any.

4.17 Taxes & Duties

- 4.17.1 Prices should be exclusive of GST. Taxes & applicable GST, if any, should be indicated separately and shall be paid.
- 4.17.2 The price quoted in the offer should be firm, fixed indicating the breakup, and inclusive of all taxes & duties like import, custom, Anti-Dumping, etc. excluding CGST, SGST, IGST, UTGST. The offer should be inclusive of packing, forwarding, freight up to the destination, insurance charges.
- 4.17.3 Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of a valid tax invoice.
- 4.17.4 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.17.5 If the vendor fails to comply with any of the above, the vendor shall pay to the purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.17.6 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to the purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.17.7 Tenderer shall quote rates excluding GST, but there shall be breakup of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 4.17.8 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.17.9 In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 4.17.10 The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any

such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of the bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, the bidder has to pass on the benefits to RailTel.

4.18 **Termination Clause:**

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

4.19 **Monitoring Tools:**

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

4.20 **Settlement of Disputes and Arbitration:**

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

4.21 **Disclaimer:**

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

4.22 **Confidentially:**

This document contains information confidential and propriety to RailTel. Additionally, the bidder will be exposed by virtue of the contracted internal business information of RailTel. Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the

disqualification of the bidder, pre-mature termination of the contract, and or legal action against the bidder for breach of trust.

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

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

4.23 Liabilities of RailTel

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

4.24 Proposal Process Management

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

4.25 Authorization to Bid

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

4.26 Intellectual Property Deleted.

4.27 Delivery and Installation

The bidder shall be responsible for delivery of the requisite Lease Line Bandwidth including installation and commissioning of CPEs at the sites specified in the purchase order and for making them fully operational at no additional charge within the time period (30 days) or the duration committed by the bidder, whichever is earlier. If the

bidder fails to deliver and/or install the requisite equipment's within the stipulated time schedule or by the date as extended by RailTel, it will be construed as a breach of contract and suitable liquidated damages will be levied as described in section 4.28.

4.28 Liquidated Damages

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

4.29 Fall Clause

The tenderer shall undertake that in case the tenderer offers the same type of item at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Advanced purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

4.30 Change of Ownership of the firm:

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

4.31 Credential Verification:

4.31.1 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 the signature, stamp, and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

4.31.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with the bid are true and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as Annexure 'B'. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document.

4.31.3 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.

- a. The 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 all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.
- 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 5 (five) years.

4.32 **Force Majeure:**

Force major shall mean –

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

B. E-TENDERING INSTRUCTIONS TO BIDDERS

Submission of Bids only through online process is mandatory for this Tender.

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. **Tender Bidding Methodology:**
Sealed Bid System - 'Single Stage – Two Envelope': In this, bidder has to submit the Technical and Financial bid / Price Bid in separate envelope **"ONLINE"**.

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel's Contact Person & Designation

1. Shri Jogesh Prasad,
Sr. Manager/ Tender/ HQ
Phone: 03344009951 Mobile: 9007044149, e-mail Id: jogesh@railtelindia.com
2. Shri P D James
Asstt.GM/Contracts,
Phone: 03344009923, Mobile No. 9007044114 e-mail id: pdjames@railtelindia.com

The entire bid-submission would be online on IREPS Portal.

4. **Broad outline of submissions are as follows:**
 - I. Submission of Bid Security/ Earnest Money Deposit(EMD) and cost of tender document
 - II. Submission of digitally signed copy of Tender Documents/Addenda
 - III. Tenderer has to submit both Technical and Financial bid in separate Packet
 - 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.

5. **Offline Submission:**
The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Executive Director, RailTel Corporation of India Limited, Eastern Region, 3rd Floor,

Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata-700071 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- a) **Power of attorney** in original in favour of the signatory duly authorizing the signatory shall be submitted to the tendering authority before the due date and time of submission of the Tender.
- b) Notarized Affidavit in original to be submitted as per clause no. 4.31
- c) 'Optional Service' as per Annexure 'D' in a separate sealed envelope.

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

EMD-Bid Security and cost of tender document shall be submitted through payment gateway of IREPS Portal.

d) 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.

e) Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below

6. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall also be scanned and submitted ONLINE.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

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

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS portal, and this should be done well before the deadline for bid-submission.

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in>. For detailed instructions please refer to IREPS Portal.

9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.

10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

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

12. Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

13. Bid submission and Opening date

13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

13.2 Power of attorney in favor of the signatory duly authorizing the signatory & affidavit shall be submitted in an envelope to the tendering authority before the due date and time of submission of the e-Tender.

13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. **Other Instructions:**

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

15. **Additional Instructions: Please note:**

For e-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

CHAPTER--5

Annexure 'A'**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of requisite value)**

(To be used by approved Scheduled Banks applicable for more than Rs. 5 Lacs)

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

1. We, Bank **and our local branch at Kolkata (indicate detail address of local Kolkata Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

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

before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

Dated the day of 2021
for
(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

Annexure 'B'

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH 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 the 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.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/a resigning 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://ireps.gov.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender 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 RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our

offer shall be summarily rejected.

- 8.I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

Annexure 'C'

Deviation Sheet Format

| Clause No. | Deviation Details |
|------------|-------------------|
| | |
| | |
| | |
| | |
| | |

Annexure 'D'**Optional Bandwidth upgradation**

(To be submitted offline along with other offline documents in a separate sealed envelope, the envelope will be opened along with the price bid.)

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

Dear Sir,

Ref: Tender No. RCIL_ER_2020-21_1239 Dt.21.01.2021

We, the undersigned, submit our rates (inclusive of all taxes excluding GST) Annual Additional Recurring Charges for upgradation of link given below:

| S No. | Service Description | Rate per Annum (Rs.) (Excl. GST) (in fig.) | Rate per Annum (Rs.) (Excl. GST) (in words) |
|-------|---|---|--|
| a. | Annual Additional Recurring Charges for upgraded Lease Line Bandwidth from 300 mbps to 500 Mbps. from Korba to Ambikapur. | | |
| b.. | Annual additional Recurring Charges for upgraded Lease Line Bandwidth from 300 mbps to 1Gbps. from Korba to Ambikapur. | | |

We undertake that, if our offer is accepted, the rate quoted by us will be valid for the period of contract i.e. up to Nov. 2022. If RailTel desires, the order may be placed by RailTel for upgraded services with additional charges quoted above.

We understand that the tender evaluation will be based on the technical eligibility and the rate quoted for 300 mbps LLBW rate quoted in the price bid and the rate quoted for Bandwidth upgradation will not be considered for evaluation.

Signature of the tenderer with stamp

Annexure 'E'

Jt. General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071

Sub. : Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for Online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

| | | |
|-----|-----------------------|-------------|
| 1 | Beneficiary Name | : M/s |
| 2 | Beneficiary Address : | : |
| 3 | PAN No. | : |
| 4 | GSTIN (list) | : |
| 5 | Name of Bank | : |
| 6 | Bank A/c No. | : |
| 7 | Bank Branch Address | : |
| 8. | Branch Id Code : | : |
| 9. | Current Account No. | : |
| 10. | RTGS / IFSC Code | : |
| 11. | NEFT/ IFSC Code | : |
| 12. | MICR no. | : |

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For Verified above Bank Particulars for Online payments

Authorized Signatory

Bank's Authorized Signatory

...END of Tender Document...