

To,

Dear SI Partner

Sub:- Expression of Interest (EOI) for Selection of System Integrator cum implementation partner for delivery of customer of RailTel (CoR) project of “Supply, installation, testing and commissioning of IP/MPLS at various metro stations in DMRC” on back-to-back basis from RailTel’s empanelled BAs/ SIs / partners.

Schedule of Events

1	EOI No	RailTel/EOI/NR/LMC/BA/21-22/Business Delivery/RO/NTP/02 dated 23.04.2021
2	Publishing of EoI for empanelled SI's/BA	08-05-2021
3	Submission of EOI documents	19-05-2021 on 15:00 Hrs
4	Opening of EOI documents	19-05-2021 on 15:30 Hrs
5	Estimated Cost of Work	Rs.6,60,12,705/- (Excl. GST)
6	Earnest Money (EMD) #	Rs.13,20,300/-
7	Last date for requesting clarifications (Optional)	Up to 1600 Hrs on 12-05-2021 All communications regarding queries, if any, requiring clarifications shall be sent through email to the following official: Name: Sh. Gaurav Piplani Designation: Sr. Manager (Technical) Contact: 9729540588 Email: gauravpiplani@railtelindia.com Name: Sh. Kumar Rahul Joshi Designation.: Joint General Manager/NTP Contact: 9717644200 Email: rahul@railtelindia.com
8	Mode of Submission	E-Bid submission only at https://railtel.enivida.com

Note: RailTel reserves the right to change the above dates at its discretion.

1. Introduction:

With reference to above subject, RailTel Corporation of India Ltd. (RCIL) calls your attention for Selection of Systems Integrator cum Implementation Partner for delivery of customer of RailTel (CoR) project of “**Supply, installation, testing and commissioning of IP/MPLS at various metro stations in DMRC**” on back-to-back basis.

- a. The rates should be inclusive of all taxes, duties, cess etc. and exclusive of GST, however, breakup of all the taxes charged by the BA/SI shall be shown separately. The BA/SI has to submit the breakup of all taxes at the time of submission of their “Tax invoices” also. The BA/SI has also to submit their GSTIN No. at the time of submissions of their “Tax invoices”. In addition to it, the BA/SI should submit a copy of the GSTIN registration certificate for the states wherever applicable. In case of the successful BA/SI is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendors should file GST return and transfer credit of GST in RailTel account as per GST procedure.
- b. The offers shall be opened on above said date, in the presence of those BA/SI, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.

2. Background Information :

No information of this document or related to this work shall be shared with anyone without permission of RCIL-Northern Region office.

3. Scope of Work :

The broad responsibility of the BA/SI under the scope of work for this EOI shall be as per the scope of work including all the terms & conditions as defined in the tender of CoR. It may be noted that the subject EoI is called for selection of System Integrator cum implementation partner for delivery of Customer of RailTel (CoR) project of “Supply, installation, testing and commissioning of IP/MPLS at various metro stations in DMRC” on back-to-back basis, hence, all commercial conditions, technical compliances to specifications etc. will be applicable on BA/SI selected to execute the work. Tender document of CoR is being provided with the EoI and same has to be considered as a integral part of this EoI.

4. Selection Criteria :

- a. **Stage-I :** Sealed proposals of only those BA/SIs will be entertained who are empanelled with RCIL. The PBG for empanelment should be valid on opening of the bids. A copy of PBG should be submitted along the technical-commercial bid.

b. Stage-II:

Qualification criteria:

1. There should not be any ongoing or past arbitration case(s) between RailTel/REL/Customer of RailTel and Applicant for the past two years on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

2. The bidder should submit 'Acknowledgment Copy' of Income Tax Returns for last three Financial Years (FY 2017-18, FY 2018-19 & FY 2019-20)
3. The bidder should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.
4. The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.
5. MAF in the name of RailTel from the Original Equipment Manufacturing (OEM) as per the Annexure-8 for the Make & Model details attached as Annexure-2 against SOR. Submission of MAF along with the offer is mandatory and non-submission of the same will lead to rejection of the bid.
6. No Deviation Certificate as per annexure-9.
7. "The BA/SI shall submit a notarized affidavit (as per annexure-3) on a non-judicial stamp paper stating that they meet the 100% compliance requirements & all their statements/documents submitted along with the bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in the EOI document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid and it shall be mandatorily incumbent upon the BA/SI to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the work experience/ Qualifying Criteria mentioned in the EOI Document. It will not be obligatory on the part of EOI Evaluation Committee to scrutinize beyond the submitted document of the BA/SI as far as his qualification for the EOI is concerned.
8. The BA shall submit a declaration/undertaking regarding their compliance with GOI Ministry of Finance OM No. F. No. 6/18/2019-PPD, dated 23-07-2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. Undertaking on the bidder's Letter Head duly Signed and stamped by the Authorized Signatory.
9. **Minimum Qualifying Work Experience Required:**
The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (a) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (b) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (c) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

User certificate for this may be given as per an Annexure 6.

"Similar work" for this contract shall be "Tenderer as system integrator must have undertaken supply, installation, testing and commissioning of IP/MPLS/ SDH, PDH, Access Mux/ IT work including Router, Switch and server".

NOTE: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of

Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10. The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

11. The bidders are required to submit copy of the EOI document duly digitally signed by Authorized Signatories as a token of acceptance of terms & conditions of contract.

- c. **Stage-III** : Those BA/SIs whose PBG is in place and those are complying with Stage-II, will be further evaluated on Technical & Financial Parameter as per the Technical & Price Bid- Annexure-1. The BA/SIs meeting the Technical compliance of RailTel's customer 100% & quoting the lowest price (excluding GST) shall be adjudged 'Successful BA/SI '. No upward price revision is allowed at a later stage excluding GST.
- d. **Comparison of Tenders:** Tenders will be compared in Indian Rupees (INR) only. For the purpose of comparative evaluation of tenders, the amount worked out from the quoted percentage (excess/less) or/and quoted rate of item as applicable, in equivalent INR shall be compared amongst various tenders to determine the lowest evaluated tender.

5. Duration of Engagement :

The contract will be governed on back to back basis as per the contract between RailTel and CoR. As per Customer of RailTel (CoR) tender document (copy enclosed with the EoI document). Successful BA/SI has to sign the agreement within 7 days after issuing the LOA.

6. RCIL's Right to Accept/Reject Bids :

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected BA/SI or BA/SIs or without any obligation to inform the affected BA/SI or BA/SIs about the grounds of rejection by RailTel.

7. Bidding Document

- (a) The BA/SI is expected to examine all instructions, forms, terms and conditions of the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect, will be at the BA/SI's risk and may result in rejection of its bid without any further reference to the BA/SI.
- (b) All pages of the EOI documents shall be signed in ink by the BA/SI including the closing page in token of his having studied the EOI document. Signed copy of the EOI document is also to be submitted along with the offer.
- (c) Bidder shall submit complete solution including Detailed Bill of Material (BoM), Implementation plan, Approach & Methodology, Project Presentation, Work Plan, and technical compliance undertaking.

8. Bid Validity

Bids shall remain valid for a period of 30 days from the date of opening of the bids. RCIL shall at its own discretion reject a bid validity of shorter period. The same shall be further extended, if need be based on request from the purchaser.

9. Bid Currency

The prices in the bid document shall be expressed in Indian Rupees only and price figures quoted wherever will be considered as expressed in Indian Rupees only.

10. Performance Bank Guarantee (PBG) :

10.1 On receipt of the Letter of Acceptance from the RailTel, the successful BA/SI should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in EOI document amounting to 3% of the contract value. It is mandatory that all the Bank Guarantees submitted under this EOI must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to RailTel Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Format of PBG is as per Annexure-4.

10.2 The Performance Guarantee should be furnished by the successful BA/SI after a letter of acceptance has been issued. Performance Guarantee should also be submitted within 5 days from the date of issuing of LOA. The Performance Bank Guarantee should be valid as per the requirement mentioned in CoR tender document.

10.3 Performance Guarantee shall be released after satisfactory completion of the work contract.

10.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.

10.5 Any performance security upto a value of Rs. 5 Lakhs is to be submitted through Demand Draft or Banker's Cheque only.

11. Modification and/or Withdrawal of Bids :

Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No BA/SI shall be allowed to withdraw the bid after the deadline for submission of bids.

If successful BA/SI withdraw or back out from the bid commitments, the BG submitted in reference to empanelment, shall be forfeited and all interests/claims of such BA/SI shall be deemed as foreclosed/rejected. Such BAs withdrawal may be considered for further action as may be deemed fit by RailTel.

12. Variation in Quantity Clause :

Variation in quantity will be governed as per the contract between RailTel and CoR.

13. Negotiation :

RCIL reserves the right to negotiate with the successful BA/SI.

14. Payment Terms :

Payment terms will be back to back basis and as per the contract between RailTel and CoR. Tender copy of CoR is attached with the EoI. Payment will be released on receipt of Tax Invoice for the work and after RailTel receives the payment from Customer for the same work.

15. Agreement & Restrictions on 'Transfer of Agreement' :

The successful BA/SI shall not assign or transfer its right in any manner whatsoever under the agreement to a third party or enter into any agreement for subcontracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no subcontracting/partnership/third party interest shall be created with reference work/project assigned through this EoI.

16. Delivery Timeline:

As per as per the contract between RailTel and CoR. Tender copy of CoR is attached with the EoI.

17. Liquidated Damage (LD):

The Liquidated Damage (LD) will be back to back and all the penalties deducted by Customer will be passed on to selected bidder on actual basis. Tender copy of CoR is attached with the EoI.

- 18.** The service level arrangement will be back to back and all the penalties deducted by Customer will be passed on to selected bidder on actual basis.

19. Liability under Agreement/EoI:

Except as provided in the EoI document, neither party i.e. RCIL and successful BA/SI shall be liable to each other party or any other party by virtue of termination of the EoI for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of the EoI document.

20. Suspension, Revocation or Termination of agreement /EoI :

19.1 RailTel reserves the right to suspend the operation of the EoI, at any time, due to change in its own license conditions or upon directions from the competent government authorities, In such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the EoI will not be a cause or ground for extension of the period of the EoI and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the successful BA/SI shall be payable by RailTel.

20.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of EoI, by a written notice of Three month issued to the Successful BA/SI at its registered office, terminate/or suspend the agreement under any of the following circumstances :

19.2.1 The successful BA/SI failing to perform any obligation(s) under the agreement.

19.2.2 The successful BA/SI failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel

19.2.3 The successful BA/SI going into liquidation or ordered to be wound up by competent authority.

19.2.4 If the successful BA/SI is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.

19.2.5 It shall be the responsibility of the successful BA/SI to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of successful BA/SI and Performance Bank Guarantee submitted along with

empanelment letter shall be forfeited, without any further notice. Also, the PBG submitted for the EoI in context shall be forfeited, without any further notice.

19.2.6 Breach of non-fulfillment of Agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful BA/SI or not. The successful BA/SI shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected BA/SI in successful implementation and thereafter maintenance of work as per the conditions mentioned in the Scope of work and EoI, the PBG of successful BA/SI available with RailTel will be forfeited.

21. Dispute Settlement :

In case of any dispute concerning this order both the successful BA/SI and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

21. Force-Majeure under Agreement/EoI :

If at any time, during the continuance of this agreement, the performance in whole or in any part, by either party i.e RCIL and successful BA/SI, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the successful BA/SI, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of RailTel as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the force-majeure events noted above will not in any way cause extension in the period of the agreement.

22. Labour Laws to be complied by the successful BA/SI:

The successful BA/SI shall obtain a valid licence under the Contract Labour (RA) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The BA/SI shall also comply with the provisions of the Inter-State Migrant Work-men(Regulation of Employment and Conditions of Service) Act 1979. The successful BA/SI shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

23. EoI Submission Details :

You are requested to submit the complete 'Technical and Commercial Proposal' online using e-Procurement Portal <https://railtel.enivida.com>.

23.1. Single Packet Bid systems will be followed for this EOI with a Lowest Cost Based Selection Criterion. The bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.

23.2. The bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their bids. The bid is to be submitted online i.e. at RailTel's e-Tender portal (www.railtel.enivida.com). Physical / Offline submitted bid will not be entertained.

23.3. Bidders in their own interest are advised to submit the bid well before the last date and hence to avoid any inconvenience at the last moment.

23.4. The bidder may modify or withdraw its bid after submission, prior to the deadline date and time prescribed for the bid submission in this EOI. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission last date and the expirations of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidders EMD or cancellation of empanelment of BA/SI with RailTel.

23.5. An Organization / Bidder can submit only 'One Bid'. Submission of multiple bids by a bidder will lead to rejection of all of its bids.

23.6 Tenderer shall quote in SOR provided in eNivida portal only. In case the schedule of requirements quoted by the tenderer is incomplete with reference to the EOI document, the offer is liable to be rejected.

23.7 The rates quoted should be written both in words and figures. The unit of rates should be in the metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.

23.8 BA/SI are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

23.9 ATTESTATION OF ALTERATION: No scribbling is permissible in the EOI documents. EOI containing erasures and alterations in the EOI documents are liable to be rejected. Any correction made by the BA/SI in his/their entries must be signed (not initialed) by him/them.

23.10 **Power of attorney** in favor of the signatory duly authorizing the signatory shall be submitted online to the tendering authority before the due date and time of submission of the e-Tender.

In reference to **the above**, Bid Proposal should consist of:

- a. Copy of PBG submitted to RailTel in reference to their empanelment letter and LOA copy.
The PBG should be valid on the date of opening of bids for the EoI in context.
- b. Price Bid in the format as per Annexure-1 on eNIVIDA portal
- c. Documents as per clause 4 b.

24. Compliance to the EoI Document : BA/SIs should ensure compliance to all clauses of this EoI. Any deviation will lead to rejection of the EoI of BA/SI.

25. Contact Details

In case of any query/issue you may contact the following officers.

S. No.	Officer Name	Designation	Mobile No.	E-mail ID
1.	Sh. Gaurav Piplani	Sr.Mgr. Technical	9729540588	gauravpiplani@railtelindia.com
2.	Sh. Rahul Joshi	JGM/ NTP	97176 44200	rahul@railtelindia.com

It is advised that queries may be raised through e-mail communication for unambiguous revert cum clarification.

OFFER LETTER

To
RailTel Corporation of India Ltd.,
Northern Region,
6th floor, Block-III,
Delhi IT Park, Shastri Park, Delhi-110053

1. I/We have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 30 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of Performance Bank Guarantee submitted along with empanelment letter. I/We offer to complete scope of work as per Schedule of Requirement for **RailTel/EOI/NR/BA/21-22/Business Delivery/RO/NTP/02 dated 23.04.2021** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work as per the delivery timelines mentioned in the EoI. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the requirement as laid down by the RailTel for the present contract.
2. A sum of **Rs. 13,20,300/- (Rupees Thirteen Lakh Twenty Thousand Three Hundred Only)** as amount has to be paid online is herewith forwarded as “Earnest Money”. 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 security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

SIGNATURE OF SUPPLIER(S)

Date

SIGNATURE OF WITNESS

CONTRACTOR(S) ADDRESS

Annexure-1

Schedule of Requirements

Separately attached as Annexure 1 on E-Nivida Portal

Annexure-2

Details of Make, Model & Quantity to be quoted for Schedule (A) of SOR				
Item No.	Location	Make	Model	Qty
1	KN,KP,NSHP,KE,PTP,RHE, RHW	Cisco	ASR-903	7
2	Ri	Cisco	ASR-903	1
		Cisco	ASR-903	1
3	KGR	Cisco	N560-4-SYS	1
		Cisco	ASR-903	1
4	DSG,JLML,MPK,GTB, MDTW,AZU,AHNR, LN, NV, PV, KKDM, AVIT, KASI, VASI, JGPI, RN,TG,TN,JPW,UNW,DM,NWDA,JPE,RG,DW	Cisco	ASR-903	25
5	OCC/SHPK	Cisco	N560-4-SYS	1
		Cisco	ASR-903	1
		Cisco	ASR-903	1
6	OCC/MB	Cisco	N560-4-SYS	1
		Cisco	ASR-903	1
		Cisco	ASR-903	1
7	KNR and RCK	Cisco	N560-4-SYS	2
		Cisco	ASR-903	2
8	NJFD,UNE,MN, SN	Cisco	ASR-903	4
9	NMS Server Software and Hardware with Workstation at OCC-SHPK and OCC-MB	Everest	Server Software- Infraon IMS Infraon NCCM	2
		Tyrone	Server-Tyrone Camarero DS300TR-28RL	2
		Tyrone	Workstaion-Tyrone Camarero SS300TR-54	2

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI
DOCUMENTS**

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

I.....(Name and Designation)** appointed as the attorney/authorized signatory of the BA/SI (including its constituents),

M/s _____ (hereafter called the BA/SI) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (-----RailTel), do hereby solemnly affirm and state on the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, 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 alongwith the offer and the same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of EOIs, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA/SI)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the 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, alongwith 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 BA/SI VERIFICATION

I/we above named BA/SI 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 BA/SI

Place: Dated:

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, Northern Region, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Hereinafter 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. 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 thereunder 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 effect 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.

Dated theday of 2020

for

(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

Following are the instruction for online bid submission as per the term and conditions:

1. The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>

2. REGISTRATION:

i. Bidders are required enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.

viii. After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account

SEARCHING FOR TENDER DOCUMENTS

i. There are various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.

ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee Rs.8850 (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the applicable fees and enter details of the instrument.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- v. Deleted
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

RailTel's Contact Person /Designation

RailTel Contact-1 (for general Information)

Sh.Gaurav Piplani, Sr.Mgr/ Technical

Telephone/ Mobile 9729540588

E-mail ID: gauravpiplani@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact officer

Sh. Kumar Rahul Joshi ,JGM/ NTP

97176 44200

rahul@railtelindia.com

2. Bid related Information for this Tender

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

1. Submission of digitally signed copy of Tender Documents/Addenda
2. Single Packet
3. Online response to Terms & Conditions of Tender.
4. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel E-Nivida Portal.

3. Online Submissions:

The bidder is required to submit all the relevant documents online.

4. Submission of Eligibility Criteria related documents

Eligibility criteria related 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, during e-auction, it is the bidder's responsibility to have backup internet connections.

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

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

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

6. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

7. 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.

8. e- Reverse Auction: Deleted.

9. Addenda/ Corrigenda:

RailTel may issue Addenda/ Corrigenda to the tender documents 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 RailTel e-Tendering portal <https://railtel.enivida.com> only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/Pre-Bid Clarification Requests (Optional):

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 within 3 days of publication of tender document.

11. Bid submission and Opening date:

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

b. Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

- c. 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.
- d. Bids received after due date and time shall be summarily rejected and shall not be opened.

* * * * *

USER'S CERTIFICATE

**(Related to para 4.b (9) of
tender document)**

1. (a) Name and complete address of the firm :
(b) Telephone numbers and Corporate email ID:
2. Contract No. & Date :
3. P.O. No. _____ Date _____.
4. Detailed scope of Work :
5. Value of Work executed (during F.Y (2020-2021) and past 3 years : (17-18, 18-19 and 19-20) : against the P.O mentioned at item 3 above:
6. Completion period as per P.O/Contract :
7. Date of Commencement of work :
8. Actual date of Successful completion :
9. Present working state of the work :

Signature of the use with
Company Seal

(To be submitted on Letter Head)

Annexure-7

To,
GGM (O&M),
Northern Region,
RailTel Corporation of India Ltd. ("RailTel"),
Ministry of Railways,
New Delhi,
India

Subject : Undertaking of System Integrator for execution of work on back to back terms and conditions for the Ref Tender No of : TELE-01/2020: Supply, installation, testing and commissioning of IP/MPLS at various metro stations in DMRC.

Dear Sir,

We hereby certify that as per the DMRC Ref Tender No : TELE-01/2020: Supply, installation, testing and commissioning of IP/MPLS at various metro stations in DMRC all terms and conditions related to the scope of work, Technical Specifications and bidder responsibility will be back to back bases as per the subjected tender no of DMRC.

The plan and design documents thus developed shall be submitted by bidder for approval of DMRC.

We, undertake that the offered solution and detailed Bill of Material is as per requirement mentioned in CoR tender document. Further, in case of any deficiency as brought out by CoR during currency of the work, we will be liable to supply the additional items/materials to comply with the requirement of CoR without any additional cost to RailTel.

Thanking you

Yours Sincerely

Authorized Signatory

Annexure-8

The GGM (O&M),
RailTel Corporation of India Ltd.

Dated:

.....
.....
.....

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: GeM Bid No.....dated.....

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of
.....(Product details), having our registered office at
.....

We hereby authorise M/s (bidder name), Office
..... to participate in bid and subsequently upon
award of the bid to execute the supply and Installation & Commissioning of our range of
products against your above said bid.

We further extend our warranty for years for our range of products offered by M/s
.....against the above-said bid.

Thanking you,

Best regards,

Authorised Signatory

Annexure-9

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the EOI specification.

Clause	Deviation	Remarks (including justification)
--------	-----------	-----------------------------------

Signature and seal
of the BA/SI

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".