

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया रेलटेल कॉर्पोरेशन ऑफ़ इंडिया
(भारत सरकार का एक उपक्रम)
RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
Plate A, 6th Floor, Office Tower 2
NBCC Building, East Kidwai Nagar
New Delhi - 110023

ELECTRONIC TENDER DOCUMENT

FOR

“Open tender for hiring of Bandwidth”

ई-निविदासंख्या: RailTel/Tender/OT/CO/DNM/BW Hiring/2021-22/01
E-Tender No.: RailTel/Tender/OT/CO/DNM/BW Hiring/2021-22/01

निविदादस्तावेजकीकीमत: रु. 2,950/- (टैक्ससहित)
Cost of Tender Document: Rs. 2,950/-(Including Taxes)

(Open Tender, Single Packet System)

**ई-निविदासूचनासंख्या/E-Tender Notice No.: RailTel/Tender/OT/CO/DNM/BW Hiring/2021-22/01
dated 15.07.2021**

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders “**Open tender for hiring Bandwidth**”.

a)	निविदाडाउनलोडकरनेकीआरंभतिथि/ Opening date of Tender downloading	15.07.2021
b)	बिडजमाकरनेकीतिथि/Bid submission date	12.08.2021 up to 15:00 hrs.
c)	ई-बिडखुलनेकीतिथि/Opening of E- Bids	12.08.2021 at 15:30 hrs.
d)	निविदाकीअनुमानितलागत Approximate cost of Tender	Rs. 1,24,96,972/- (excluding taxes)
e)	स्पष्टीकरणकाअनुरोध Clarification Requests	Upto 23.07.2021
f)	अग्रिमधन/ Earnest Money (EMD: Prescribed amount to be submitted in favor of RailTel Corporation of India Ltd. through "ONLINE" mode as stipulated below.	Rs. 2.49 lacs
g)	Cost of Tender Document is Rs. 2,950/- (including taxes).	

Eligible MSEs/NSIC are exempted from cost of Tender Document 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 RailTel e-Tendering portal <https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. 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.

EMD and tender cost should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Account Number	340601010050446
IFSC	UBIN0534064
Bank & Branch	Union Bank of India, 21/3-4,Arvindo Marg, Yusuf Sarai, New Delhi
Accountholder Name	RailTel CO Collection Account

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

General Manager/ITP

INDEX

SN.	ITEM	PAGE NO.
1	INDEX	3
	CHAPTER-1	
2	OFFER LETTER	4
	CHAPTER- 2	
3	SCHEDULE OF REQUIREMENT	5-7
	CHAPTER 3	
5	SCOPE OF WORK	8-14
	CHAPTER-4	
6	A. COMMERCIAL TERMS & CONDITIONS	15-21
7	B. E-TENDERING INSTRUCTIONS TO THE BIDDERS	22-26
8	C. INSTRUCTIONS TO THE TENDERERS	27-32
	CHAPTER-5	
9	FORM NO. 1	33-34
	CHAPTER-6	
10	ANNEXURE-A	35
11	ANNEXURE-B	36
	CHAPTER-7	
13	CHECK LIST	37

CHAPTER-1

OFFER LETTER

To,

**General Manager/ITP
RailTel Corporation of India Ltd.,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023**

Sub: Offer for Limited tender for hiring of Bandwidth

Ref: E-Tender Notice No.: RailTel/Tender/OT/CO/DNM/BW Hiring/2021-22/01 dated 15.07.2021

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 90 days from the date of opening of the bid.

3) Online payment vide transaction No. _____ dated _____ for Rs. ____ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. 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 issue of Purchase Order.

(Signature and seal of the bidder)

Date: -

CHAPTER-2**A. SCHEDULE OF REQUIREMENTS**

RailTel plans to hire bandwidth as under:

SOR -A

S N	Service Description	Location for delivery	Band width	One Time Cost (OTC) (in Rs.) “A”	Annual recurri ng Charge for Bandwi dth (ARC) (in Rs.) “B”	ARC for period of 4 years (in Rs.)”C” =4*B	Total Servic e Fees/ Cost (in Rs.) “D”= A+C	GST @ 18% “E”	Total Service Fees/C ost includi ng Taxes (in Rs.) “F”=D +E
1	Internet leased line with DDOS protection as per scope of work	RailTel Data Centre Gurgaon	100 Mbps						
	Total Service Fees/Cost including Taxes “F” for SOR-A item SN.1 in words								

SOR -B

S N	Service Description	Location for delivery	Band width	One Time Cost (OTC) (in Rs.) “A”	Annual recurri ng Charge for Bandwi dth (ARC) (in Rs.) “B”	ARC for period of 4 years (in Rs.)”C” =4*B	Total Servic e Fees/ Cost (in Rs.) “D”= A+C	GST @ 18% “E”	Total Service Fees/Co st includi ng Taxes (in Rs.) “F”=D +E
1	Internet leased line with Static IPs	RailTel Data Centre Gurgaon	80 Mbps						
	Total Service Fees/Cost including Taxes “F” for SOR-B item SN.1 in words								

SOR-C

S N	Service Description	Location for delivery	Band width	One Time Cost (OTC) (in	Annual recurri ng Charge for	ARC for period of 4 years	Total Servic e Fees/ Cost	GST @ 18% “E”	Total Service Fees/Co st includi
----------------	--------------------------------	------------------------------	-----------------------	--	---	--	--	----------------------------------	---

					Rs.) "A"	Bandwidth (ARC) (in Rs.) "B"	(in Rs.) "C" =4*B	(in Rs.) "D"= A+C		ng Taxes (in Rs.) "F"=D +E
		Point-A	Point-B							
1	Point to Point Leased Line Link	RCIL DC , Gurgaon	IRCTC Office Delhi	10 Mbps						
2	Point to Point Leased Line Link	RCIL DC , Gurgaon	CRIS Office Delhi	10 Mbps						
	Total Service Fees/Cost including Taxes "F" for SOR-C item SN.1 and SN.2 in words									

SOR-D

S N	Service Description	Location for delivery		Band width	One Time Cost (OTC) (in Rs.) "A"	Annual recurring Charge for Bandwidth (ARC) (in Rs.) "B"	ARC for period of 4 years (in Rs.) "C" =4*B	Total Service Fees/ Cost (in Rs.) "D"= A+C	GST @ 18% "E"	Total Service Fees/Cost including Taxes (in Rs.) "F"=D +E
		Point-A	Point-B							
1	Point to Point Leased Line Link	RCIL DC , Gurgaon	IRCON Office, Saket-Delhi	50 Mbps						
2	Point to Point Leased Line Link	RCIL DC , Secunderabad	IRCON Office, Saket-Delhi	20 Mbps						
	Total Service Fees/Cost including Taxes "F" for SOR-D item SN.1 and SN.2 in words									

Note: In case bidder has to quote any other taxes, then can be submitted.

- 1.1 Respective Scope of work for each SOR is given under Chapter-3.
- 1.2 Prices to be offered in INR. Unit rate quoted against SOR above should be all inclusive.
- 1.3 RailTel is looking for delivery of uncompressed guaranteed 1:1 bandwidth against its all SOR's, BIDDER must provide details of its Network capacity going out from the location which it is bidding.

- 1.4 Since RailTel is looking for uncompressed guaranteed 1:1 bandwidths, 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 PBG, as the case may be.
- 1.5 **Evaluation of the each SOR shall be done separately. Accordingly, purchase order shall be awarded to firm(s) offering lowest cost against each SOR. RailTel may place Purchase Order for any of SOR.**
- 1.6 The Purchase Order(s) shall be initially for a period of **Four years** from the date of issue of purchase order, which may be extended for another year, if required. RailTel reserves the right to negotiate rates at the time of extending the contract after **Four years**.
- 1.7 Based on the rates fixed in the agreement, separate purchase order(s) shall be placed while extending the contract as per RailTel's requirement.
- 1.8 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.

CHAPTER-3

SCOPE OF WORK

3.1 Scope of Work (SOR A)

ISP shall supply, installation, commissioning and maintenance dedicated Uncompressed Symmetrical (1:1) Premium Internet bandwidth with DDoS protection capability, with a total of 50 E1 (E1= 2048 Kbps) burstable to twice of the total E1 capacity for RailTel's CUSTOMER applications hosted at RailTel IDC facility (Data centre Gurugram). The bandwidth shall be terminated on Internet Gateway Routers at RailTel Data Centre in Gurugram. Burstable bandwidth billing to be done on 95th percentile model on pro-rate basis. Burstable bandwidth shall also meet the desired service levels and QoS parameter specified for Internet bandwidth. ISP shall provide the required cross connect connectivity for the same.

3.2 Technical Requirement (SOR A)

- 3.2.1 ISP shall deliver the last mile on its own optical fibre using ring architecture to RailTel IDC. Given the fact that RailTel Customer's website are primarily utilized/accessed by users within country, the Internet PoPs of the ISP should be well integrated with the ISP's NLD network.
- 3.2.2 Redundancy: The ISP shall provide the last mile i.e. local loop based on optical fibre in self-healing ring topology to enable service availability on 24x7x365 basis.
- 3.2.3 ISP must possess expertise on the complete set of BGP protocols and best practices like "Black hole" etc., and prevent malicious/spurious traffic to CUSTOMER system. ISP shall provide cover to CUSTOMER system during any such global or targeted attacks.
- 3.2.4 CUSTOMER system has been allocated Independent Public IP addresses and Autonomous number(AS) from IRINN. ISP shall provide complete technical support for Implementation of BGP and other routing related aspects to CUSTOMER.
- 3.2.5 BGP Support: Must support BGP4 with all its extensions. Provide 2-byte/ 4-byte AS Number details required for peering. ISP must provide the details of the carriers with whom the ISP shall be peering and announcing the networks of CUSTOMER system. Must support all the parameters like communities, MEDs, AS-Prepends etc.
- 3.2.6 The ISP's network shall support IPv6 and all necessary technical support for implementation shall be provided to CUSTOMER as and when required.
- 3.2.7 Quality of Service (QoS)Parameters:
 - 3.2.7.1 Port availability: - 99.5% calculated on monthly basis
 - 3.2.7.2 Committed Information Rate(CIR): -100%
 - 3.2.7.3 Packet Loss: Less than equal to 1%.
 - 3.2.7.4 Round trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore shall be < 320 millisecond
 - 3.2.7.5 Round trip latency to the various locations within India: < 150millisecond
- 3.2.8 The ISP shall provide 24/7 NOC support to CUSTOMER and carry out Proactive maintenance, management and monitoring of the Internet Bandwidth

- links to meet the desired SLA as specified in item no. 7 above. The ISP must also provide methodology for problem management, resolution and escalation.
- 3.2.9 ISP shall implement a comprehensive DDoS mitigation service on Internet bandwidth provisioned for CUSTOMER system at CUSTOMER data center to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks.
 - 3.2.10 The ISP shall have state of the art Security/Network Operation Centre for 24x7 monitoring and troubleshooting support round the clock to ensure DDoS mitigation service to CUSTOMER. The ISP's SOC shall be managed by professionals experienced in mission critical network environments
 - 3.2.11 DDoS mitigation service shall provide protection from potentially large volumes of DDoS attacks. The DDoS mitigation capacity provided by the ISP shall be atleast 10 times of the total E1 capacity where E1=2048 Kbps. For example, if Internet bandwidth supplied by bidder is 100 E1 i.e. 204,800 Kbps, the DDoS mitigation capacity shall be atleast 10 times of total E1 capacity i.e. 2,048,000 Kbps.
 - 3.2.12 Protection from DDoS attack shall not be only limited to the initially provisioned DDoS mitigation capacity & but mitigation beyond the configured capacity shall be done using any of the following methods:
 - 3.2.12.1 TCP/UDP based policy
 - 3.2.12.2 BGP blackholing
 - 3.2.12.3 Block IP addresses/Geolocations
 - 3.2.12.4 Rate limiting of specific/range of IP Address
 - 3.2.13 The DDoS mitigation solution deployed by the ISP shall have capacity of handling DDoS traffic of at least 10 Gbps
 - 3.2.14 The DDoS service shall support automatic mitigation i.e. Mitigation process shall automatically start once DDoS attack is detected by ISP and duly inform to CUSTOMER NOC/SOC
 - 3.2.15 The ISP shall be able to mitigate attacks using their mitigation/scrubbing centres in India.
 - 3.2.16 During the service period, ISP shall require to conduct periodic drills during lean traffic or as when advised by CUSTOMER to test functionality w.r.t Internet traffic redirection to scrubbing/mitigation centre & re-inject traffic back to CUSTOMER system at RailTel DC as well as the latency requirements defined in item below.
 - 3.2.17 End user response time shall not be significantly impacted during mitigation of the DDoS attacks. Round trip latency during the process of DDoS mitigation shall not exceed the following:
 - 3.2.18 Round trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore shall be < 350 millisecond.
 - 3.2.19 Round trip latency to the various locations within India: <180 millisecond
 - 3.2.20 This latency is the measurement from CUSTOMER gateway router in CUSTOMER DC to the router of Internet backbone Tier 1 ISP in USA/Europe/Asia-Pac and for measurement of latency to locations inside India – from CUSTOMER gateway router to the ISP's backbone router in India

3.3 Connectivity Related Services – Service Level and Penalties (SOR A)

- a) ISP/Bidder shall ensure to provide the minimum Internet service availability of **99.5%** on monthly basis. The Internet service (including burstable bandwidth) will be deemed as available provided all the QoS parameters defined below are also met.

b) Quality of Service (QoS) Parameters: -

- Port availability: - 99.5% calculated on monthly basis
- Committed Information Rate (CIR): 100%
- Packet Loss: less than equal to 1%
- Round trip latency to the various locations across the globe viz. New York, San Jose, London, Japan, Singapore shall be < 320 millisecond
- Round trip latency to the various locations within India: <150 millisecond

The round trip latency will be measured online by the tool provided by the bidder. The average packet loss on the internet link should be less than equal to 1%. It shall be measured by computing the percent packet loss of 1000 pings (with acknowledgement for each previous packet received) of 64 bytes each. This confirmed packet loss is the measurement of packet loss from CUSTOMER gateway router in RailTel IDC to the router of Internet backbone Tier 1 ISP in USA/Europe/Asia-Pac and for measurement of packet loss to locations inside India – from CUSTOMER gateway router in RailTel IDC to the router of ISP's backbone router in India.

3.3.1 Internet service unavailability:

ISP/Bidder should guarantee an uptime of **99.5%** on monthly basis. In case uptime falls below the guaranteed level, RailTel will impose penalties for Service Failure. If the Quality of Service (**QoS**) parameters as defined above, is not met for any duration of time, the link shall be deemed to be down for such duration and penalty shall be imposed.

Uptime (%) per month for each link	Penalties as % of Monthly Recurring Charges payable to ISP for this service
>=99.5	0
>=99 and <99.5	5%
>=98.5 and <99	10%
>=98 and <98.5	15%
>=97.5 and < 98	20%
>=97 and < 97.5	30%

3.3.2 Internet service unavailability due to DDoS attack:

ISP/Bidder shall immediately inform RailTel once a potential DDoS attack targeted towards CUSTOMER network is detected. ISP shall automatically carry out mitigation process based on initial DDoS alarm generated in their system. However, if required during the service period, RailTel may ask ISP to carry out mitigation process manually i.e. DDoS mitigation to start only after permission from RailTel and Its Customer.

3.4 Scope of Work (SOR B)

Selected Bidder shall supply, installation, commissioning and maintain dedicated Uncompressed Symmetrical (1:1) Premium 80 Mbps Internet bandwidth for RailTel's CUSTOMER applications hosted at RailTel IDC facility (Data centre Gurugram). The bandwidth shall be terminated on Internet Gateway Routers at RailTel Data Centre in Gurugram. ISP shall provide the required cross connect connectivity for the same.

3.5 Scope of Work (SOR C)

Selected Bidder shall supply, installation, commissioning and maintain dedicated Point to point leased Line link with as per following details:

Location A	Location B	Capacity
RailTel Data Center, Plot No-143, Sector44, Gurugram Haryana-122003	IRCTC Ltd, Internet Ticketing Centre, IRCA Building Stata Entry Road, New Delhi	10 MBPS P2P
RailTel Data Center, Plot No-143, Sector44, Gurugram Haryana-122003	CRIS Data Centre, Centre For Railway Information Systems, Chanakya Puri - New Delhi-110021	10 MBPS P2P

3.6 Scope of Work (SOR D)

Selected Bidder shall supply, installation, commissioning and maintain dedicated Point to point leased Line link with as per following details:

Location A	Location B	Capacity
M/s IRCON International Limited, Saket District Centre, District Centre, Sector 6, C-4, New Delhi, Delhi 110017	RailTel Data Center, Plot No-143, Sector44, Gurugram Haryana-122003	50 MBPS P2P
M/s IRCON International Limited, Saket District Centre, District Centre, Sector 6, C-4, New Delhi, Delhi 110017	Data Centre, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secundrabad - 500071	20 MBPS P2P

3.7 Technical Requirement for SOR-B, SOR-C and SOR-D

3.7.1 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/230VAC) in its POPs. Adequate port/interface shall be provided for terminating the Bandwidth.

3.7.2 Service Description and Delivery

3.7.2.1 The bidder will have to deliver Uncompressed guaranteed bandwidth (1:1) of required capacity to RailTel.

3.7.2.2 It is mandatory for bidder to deliver Bandwidth service at RailTel POPs and Customer POPs (as per address of POP mentioned in the tender). It would be necessary to provide the last mile on OFC/RF with full redundancy. RailTel will provide co-location facilities like rack & power supply free of cost for the bidder's equipment required for delivering the links to RailTel during the concurrency of the contract.

3.7.3 Quality of Service

The bidder shall enter into an agreement with RailTel for providing the Service Level Guarantee. As the links are being hired for providing services 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.

3.7.4 Services Availability and Penalty

3.7.4.1 The bidder is supposed to provide reliable & un-compressed Linkage.

3.7.4.2 The bidder must sign a Services Level Agreement (SLA) to provide minimum services availability of 99.5%. The availability of the link shall be computed on monthly basis and the uptime shall be computed on monthly basis separately for each link.

3.7.4.3 The penalties will be governed as per Table below.

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

Table

Service Parameter	Service Level/Availability	Penalties
Link availability	$\geq 99.5\%$	NIL
	Between 99% and 99.5%	1%
	Between 99% and 98.5%	2%
	Between 98.5% and 98%	4%
	Between 98% to 90%	2% additional deduction for each 1% additional downtime
	$< 90\%$	No Payment
Packet Loss	0 or $< 1\%$	NIL
	1 to $< 2\%$, Continuously for two hours or more.	1%
	2 to $< 5\%$, Continuously for two hours or more.	2%
	5 to $< 8\%$, Continuously for two hours or more.	4%
	8 to $< 10\%$, Continuously for two hours or more.	6%

	> 10%, Continuously for two hours or more.	2% additional deduction for each 1% additional packet loss
--	--	---

Notes:

Calculation of uptime:-

The link availability in terms of % uptime is calculated as below and then rounded upto two decimal places:

$$\% \text{uptime} = \frac{(\text{No of Days in month} \times 24 \text{ hours} \times 60 \text{ min}) - \text{Valid link downtime}}{(\text{No of Days in month} \times 24 \text{ hours} \times 60 \text{ min})} \times 100$$

Down time shall be calculated in hours, rounded upto 2 decimal places.

RailTel reserves the right to terminate the contract prematurely, if it is found that compressed Bandwidth is being provided or SLA violations of the highest order happen for any of the parameters i.e. Link Availability and Packet Losses violation consequently in two successive months. The bank guarantee would be en-cashed/forfeited in such cases.

3.7.5 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 currency of the contract. An SLA shall be signed soon after issue of the purchase order.

3.7.6 Other Conditions

- 3.7.6.1 It is the responsibility of the bidder to provide bandwidth at user end through Fiber Optical Cable/RF.
- 3.7.6.2 Right of way/permission for laying cables will be responsibility of bidder.
- 3.7.6.3 Bidder would be responsible for terminating the OFC on the purchaser end equipment. The maintenance and repairing of OFC cable, in case of any cut/un-serviceability within purchaser premise as well as outside the premise will be responsibility of bidder.
- 3.7.6.4 The bidder shall provide all the equipment's like routers, muxes, converters etc. for extending the link to RailTel's POP. The equipment's shall be provided with 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 links.
- 3.7.6.5 The bidder shall make all arrangements for testing and commissioning of point to point link connectivity. The leased circuit will be kept for 48 hours of trouble free operation after which the circuit shall be deemed to be commissioned. The date and time of commissioning shall be jointly signed by representative of authorized signatories.

- 3.7.6.6 RailTel officials will have the right to inspect the bidder's premises at local as well as remote 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.
- 3.7.6.7 Mechanism for logging of complaints related to Fiber connectivity 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.
- 3.7.6.8 Any scheduled maintenance activity required to be carried in the 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).
- 3.7.6.9 The service provider would provide mechanism, to RailTel, to measure and monitor the SLA parameters.
- 3.7.6.10 The tenderer shall appoint a dedicated 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 agreement. The details of the Technical Manager shall be mentioned in the proposal.
- 3.7.6.11 The escalation process must be easy & well defined. Escalation matrix should be submitted along with the offer.

3.7.7 Backup for Last mile:

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

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 a NLD operator & have high capacity OFC Network covering important cities across India. It has established a state of the art PAN India MPLS based IP network covering important cities.

4.2 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.

4.3 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 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 I of the offer. The format of Deviation Sheet is enclosed as Annexure-A.

4.4 Earnest Money Deposit (EMD)

- 4.4.1 EMD of Rs. 2.49 lacs shall be furnished in the form as stipulated in tender document.
- 4.4.2 Any bid not accomplished with a valid EMD shall be summarily rejected.
- 4.4.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during 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 bank guarantee (security deposit) in accordance with clause 4B.5.
- 4.4.4 Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 4.4.5 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.
- 4.4.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 4B.5.
- 4.4.7 Earnest Money will bear no interest.
- 4.4.8 **For Micro and Small Enterprises (MSEs)**

- i) Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
- ii) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- iii) The MSEs must also indicate the terminal validity date of their registration.
- iv) Failing ii) and iii) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

4.5 Validity of Contract

- 4.5.1 Validity of Contract will be for **Four years** from the issued date of letter of Purchase Order. RailTel reserves the right to negotiate rates at the time of extending the contract after Four years.
- 4.5.2 Based on the rates fixed in the agreement, separate purchase orders shall be placed while extending the contract as per RailTel's requirement.
- 4.5.3 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.
- 4.5.4 RailTel reserves the right to place Purchase order for any of SOR.

4.6 Eligibility Criteria

- 4.6.1 The bidder company has to be registered in India with valid and operative Category-A ISP license.
- 4.6.2 The bidder should have ISP/NLD network of at least 10G capacity covering important metro/Tier-1 cities (Delhi, Mumbai, Kolkata, and Chennai). An undertaking demonstrating this capacity along with network details should be furnished along with the bid.
- 4.6.3 The bidder must not have been declared bankrupt or should not have filed for bankruptcy or in the process of being declared bankrupt before any designated Authority in any country. A declaration to this effect signed by the Authorized Signatory of the bidder on the company letter head must be submitted along with the bid.
- 4.6.4 The bidder should be capable of fulfilling all security guidelines/requirements of DOT and Law enforcement agencies of DOT/Government in this respect.

4.7 Bid Validity

The bids shall have validity of 180 days from date of opening of Bids.

4.8 Delivery Period

Link(s) are required to be delivered by the supplier at the POP location within **4-6 weeks** from the date of issue of Purchase order.

4.9 Clarifications

All queries if any, in connection with this tender shall be sent as per the format given in Annexure-B of the tender document to DGM/IT and/or GM/ITP through e-mail to

naresh.kumar@railtelindia.com (mobile:9717644088) with copy to
hjp@railtelindia.com(in word format).

4.10 Rejection and Return of Bids

RailTel can reject any or all of the bids as per requirement of RailTel. The documentation uploaded/ 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 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 to cancel the contract if already awarded, and forfeit the Earnest Money Deposit/Performance Bank 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 Bank Guarantee/Security Deposit.

4.11 Variation in quantity

25% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority at the same rate as specified in the contract.

4.12 Contract

After completion of the selection process, RailTel will enter into a contract with the selected bidder(s). 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 schedules competition dates.

4.13 Unsatisfactory Performance

RailTel shall have the sole and discretionary right to assess performance(s) of the bandwidth 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 4B.5 below.

4.14 Award of Contract

A Purchase Order will be issued and agreement signed with the bidder(s) for hiring of Bandwidth as mentioned in tender SOR. RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding.

4.15 Installation and Acceptance

The bandwidth must be supplied in full as per terms & conditions of tender. Testing and acceptance will be done at RailTel offices and the nodes where the bandwidth is installed. RailTel can reject bandwidth if it is not conforming to the tender conditions. 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.

4.16 Payment Terms & Paying Authority

Quarterly payment for Lease line Charges as per the Service Level Agreement (SLA) at the end of every quarter would be made by RailTel after successful completion of Services of that quarter.

Bill passing authority for the supplies under SOR is DGM/IT/CO and paying authority is JGM/Finance/CO. All the invoices shall be submitted to DGM/IT/CO for verifications and processing of payment.

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

4.17 Deleted.

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/forfeit the PBG. In case the Quality of Service (QoS) and availability is persistently below the agreed upon levels, the contract can be terminated by RailTel by giving 7 days notice in writing and encashing/forfeiting the PBG.

4.19 Monitoring Tools& Reports

The bidder shall provide monitoring tools& reports that should provide availability & utilization of delivered links. The bidders must also provide the method for verifying the other SLAs parameters like availability & packet drop etc.

4.20 Settlement of Disputes and Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which,

contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

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 contracted to 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 there under 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 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 to accept, reject any or all proposals, to revise the tender document, to request one or more re-submissions or clarifications from one or more bidders, or to 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 the copy of power of attorney/authority letter authorizing the signatory to sign the bid.

4.26 Deleted.

4.27 Delivery and Installation

The bidder shall be responsible for delivery of the requisite 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 (21 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 4.26.

4.28 Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of bidder. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

4.29 Fall Clause

The tenderer shall undertake that in case the tenderer offers 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 purchase order/contract, 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 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 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.

4.32 Limitation of Liability

Provided the following does not exclude or limit any liabilities of either party in ways not Permitted by applicable law:

a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4B. E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

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

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/peryear.
- 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 send your acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com from 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 1770 (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 tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount online, the uploaded bid will be summarily rejected.
- v. 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.

- 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 Contact (for general Information)

NAresh Kumar: DGM/IT
Mobile: 9717644088
E-mail ID: naresh.kumar@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 Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Packet
4. Online response to Terms & Conditions of Tender.
5. (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 only with the following documents.

- a) EMD submission as per details mentioned in tender notice.
- b) Tender Cost submission as per details mentioned in tender notice.
- c) Power of attorney/authority letter to be submitted online in accordance with Clause-4.23. Original copy is needed to be submitted by the successful bidder before issuance of PO.
- d) In case bidder happens to be an MSME bidder, the documentary evidence for same shall be submitted 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 in-ternet 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.

* * * * *

4C. INSTRUCTIONS TO THE BIDDERS

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. 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, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE uploading THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com>,

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

4C.1. Offer Letter

4C.1.1 The bidder shall complete the Offer Letter (Chapter-1) and the Price Schedule (Chapter-2) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

4C.2 Instructions for Tender Document to the tenderer

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

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

4C.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>

- a. Offer form, tender schedule and firm’s letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.

- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered 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.
- d. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

4C.4 Earnest Money Deposit (EMD):

The tenderer shall deposit earnest money as per clause 4.4 along with the tender through as per details mentioned in tender notice. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful bidders shall be returned after finalization of tender and that of successful bidder after conclusion of tender and securing Security Deposit.

4C.5 Security Deposit/Performance Bank Guarantee:

- 4C.5.1 The bidder is required to submit a Performance Bank Guarantee (PBG) for sum equal to 03% of PO/contract value within 15 days of the issue of PO for the satisfactory performance of services covered in SOR given in Chapter 2 valid for a period of 4 months beyond the contract period. The earnest money shall be released on submission of PBG. The Proforma for PBG is given in Chapter 5 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

Extension of time for submission of PBG beyond 15(fifteen) days and up to 30 days from the date of issue of PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 15(fifteen) days, i.e. 16th day after the date of issue of PO. In case the contractor fails to submit the requisite PBG even after 30 days from the date of issue of PO, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work.

- 4C.5.2 The Performance Bank Guarantee (security deposit) will bear no interest.

- 4C.5.3 This PBG would be released after satisfactory completion of contract period.

- 4C.5.4 The contractor is required to sign agreement with RailTel for the project along with the submission of PBG.

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 own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 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”.

4C.6 No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

4C.7 Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders will not be considered.

4C.8 Deleted

4C.9 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do soon 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.

- 4C.10 Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

4C.11 Rate, Taxes and Duties: -

- 4C.11.1 Tenderer should submit offer on all inclusive basis.

- 4C.11.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

- 4C.11.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

4C.12 Excise Duty: Deleted

4C.13 GST related clause:

- 4C.13.1 If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.

- 4C.13.2 CGST/SGST/IGST/GST should be quoted extra if applicable.

- a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
- b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs._____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

If any surcharge on tax is applicable the same should be indicated clearly.

4C.13.3 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

4C.13.4 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

4C.13.5 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.

4C.13.6 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

4C.13.7 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to 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.

4C.13.8 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).

4C.13.9 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.

4C.13.10 In regard 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.

4C.13.11 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 there upon 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 with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

4C.14 In case of imported equipment - Deleted

4C.15 The tenderers are to indicate the Income-Tax PAN/GSTIN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

4C.16 **Validity:** Tenderers are to keep validity of their offer open for a minimum period of 90 days. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

4C.17 Evaluation Criteria:

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. **Evaluation will be done SOR wise.**
- ii) **Evaluation of both the SOR items i.e. SN-1&2 shall be evaluated separately. Accordingly, purchase order shall be awarded to firm(s) offering lowest cost against each SOR item.**
- iii) Inter se position of the offers will be determined on total unit rate on all inclusive basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

Note: RailTel may discharge the tender at any stage without assigning any reason.

4C.18 The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

4C.19 Compliance & Deviation statements:

Compliance statement for acceptance of the Technical requirements (Chapter-2B) and Commercial Terms & Conditions, Instructions to the bidders (Chapter-4B and Chapter 4C) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

4C.20 Tenderer's Comments:

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

4C.21 Deleted

4C.22 Tax deducted at Source:

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

4C.23 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 e-nivida Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

4C.24 Ambiguity:

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 RailTel in writing.

4C.25 Bid submission & Opening (On Line only)

4C.25.1 EMD and cost of tender document should be Submitted through e-nivida Portal. Bids without EMD and cost of tender document will be summarily rejected.

4C.25.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Power of attorney/authority letter in favour of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder before issuance of PO.
2. Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
4. Cost breakup of price indicating Basic rate, CGST/SGST/IGST, etc. Chapter 2.
5. MSE/NSIC certificate issued from Govt as a documentary proof.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

4C.25.3 The tenderer's bids will be opened at the time & date of opening of the tender given in tender notice on line in the presence of such Tenderers/Representatives who choose to be present online. The Tenderers/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

CHAPTER-5**FORM No. 1****PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(On stamp paper of Rs 100)
(To be used by approval Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, 6Th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (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.
2. We, 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 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.
3. 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).

(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 2020

for
(indicate the name of the Bank)

Witness

1. Signature
 Name

2. Signature
 Name

CHAPTER-6**ANNEXURE-A****STATEMENT OF DEVIATIONS****(PROFORMA FOR STATEMENT OF DEVIATIONS)**

1. The following are the particulars of deviations from requirements of the conditions of tender

Clause No.	Deviation Details	Remarks (Including Justification)

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL
OF THE TENDERER

ANNEXURE-B

Performa for Submitting Clarification/Queries

SN	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query

(Soft Copy also to be submitted in Excel format)

SIGNATURE AND SEAL
OF THE TENDERER

CHAPTER-7**CHECK LIST**(To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of tender document. (Tender notice)		
2	Power of attorney/authority letter (Clause no. 4.23, Chapter-4A)		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Complete tender documents digitally signed or duly signed & stamped on each page in token of acceptance (Clause no. 4C.25)		
5	Earnest money as per tender notice and clause no. 4.4 Chapter 4A.		
6	MSE/NSIC certificate issued from Govt as a documentary evidence, in case of MSE bidder		
7	Deviation Statement, if any(Chapter wise and Clause wise from Technical Specification & Tender conditions.		
8	Documentary proof for qualifying criteria (Clause 4.6, Chapter 4A of Tender Document)		
9	Cost breakup of price indicating Basic rate, CGST/SGST/IGST etc. Chapter 2.		

***** **END of Tender Document*******