

**RAILTEL CORPORATION OF INDIA LTD.**

(A Govt. of India Enterprise)

Territory Office: 2<sup>nd</sup> Floor, Exchange Building,  
DRM Office, NER, Ashok Marg,  
Lucknow (UP) 226001



**Expression of Interest for Selection of an IT Partner**

**For**

**“Laying of Optical Fiber Cable, Supply, Installation, Testing and Commissioning of Data Communication setup for deployment of Railwire services in the villages of Nainital district of Uttarakhand state.”**

**(Open for participation only to RailTel-Empanelled Business Partners)**

**EOI No: RCILNR-LKO/MKTG(EB)/ 2021/UK/Railwire/1 dated 23.11.2021**

EOI No: RCILNR-LKO/MKTG(EB)/ 2021/UK/Railwire/1

**Dated 23.11.2021**

To,

Dear SI Partner

Sub: Expression of Interest (EOI) for Selection of Systems Integrator & Implementation Partner for  
**“Laying of Optical Fiber Cable, Supply, Installation, Testing and Commissioning of Data Communication setup for deployment of Railwire services in the villages of Nainital district of Uttarakhand state.”**

**Introduction:**

With reference to above subject, RailTel Corporation of India Ltd. (RCIL) calls your attention for Selection of Systems Integrator & Implementation Partner for **“Laying of Optical Fiber Cable, Supply, Installation, Testing and Commissioning of Data Communication setup for deployment of Railwire services in the villages of Nainital district of Uttarakhand state.”**

Details of section which are being called is as enclosed

1	EOI No	<b>RCILNR-LKO/MKTG(EB)/ 2021/UK/Railwire /1 Dated 23.11.2021</b>
2	Publishing of EOI for empaneled SIs/BA	<b>23.11.2021</b>
3	Submission of EOI documents	01.12.2021 by 03:00 PM
4	Opening of EOI documents	01.12.2021 by 03:30 PM
5	Estimated Cost of Work	<b>Rs. 1,12,43,862/- (Inclusive All taxes)</b>
6	Earnest Money Deposit (EMD)/ Bid Security	EMD declaration letter to be submitted by all bidders as per Annexure-10.  <b>Offers not accompanied with EMD declaration letter shall be summarily rejected.</b>
7	Cost of EOI Document	Rs. 1770/- (Inclusive all taxes) (To be paid only at <a href="https://railtel.enivida.com">https://railtel.enivida.com</a> )
8	Last date for requesting Clarification	29.11.2021 by 03:30 PM
9	Mode of submission	E-Bid submission only at <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>

- a. The rates should be inclusive of taxes, 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 copy of 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. Vendor 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.

**c. EMD/Bid Security:**

All the bidders have submit EMD declaration letter in given format in Tender document (Annexure-10). It shall be submitted online through <https://railtel.enivida.com> portal. Action will be taken as per EMD declaration letter 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 Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause of EOI. **Offers not accompanied with EMD declaration letter shall be summarily rejected.**

**d. Cost of EOI document:**

Eligible Micro and Small Enterprises (MSEs) are exempted from cost of EOI document if they submit valid MSME registration document.

**1. Background Information:**

- a. RailTel is providing VPN & ILL connectivity to its user at various locations. As a part of service, connectivity of locations through SDWAN Solution is to be provided at customer location by RailTel for complete functioning of network.
- b. No information of this document or related to this work shall be shared with anyone without permission of RCIL.

**2. Scope of Work:**

The broad responsibility of the BA/SI under the scope of work for this EOI shall be as under:

- a) Supply of items conforming to specifications & requirements specified in EOI document & as per Schedule of Requirement i.e., hereinafter called as “Network”.
- b) The BA/SI shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The BA/SI shall be responsible for any defects that may develop

under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- c) The BA/SI shall give warranty of materials supplied by them for a period of 1 years from date of establishment and functioning of the network and acceptance of the customer of RailTel.
- d) If it becomes necessary for the BA/SI to replace any defective materials under the clause 'c', the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 12 months from the receipt of material.
- e) Replacement under warranty clause shall be made by the BA/SI free of all charges at site including freight, insurance and other incidental charges.
- f) Following 25 Villages are proposed for establishment of OFC network for deployment of Railwire services:

<b>District- Nainital      Block-Nainital</b>	
<b>Sr.</b>	<b>VILLAGE NAME</b>
1	Jeolikote
2	CHOPRA
3	DOLMAR
4	SURIYA GAON
5	BHUJIYA GHAT
6	LAMJALA
7	CHAKBASUTIYA
8	AMRITPUR
9	PURANI HAT
10	AMIYA
11	KHERAULA PANDE
12	JOONSTATE
13	JANTUWAL GAON
14	GUNGSIL SHAH
15	SUNGRI GAON
16	DUNGSILRAWAT
17	SILOTI PANT
18	DUNGSIL MALLA
19	PASAULI
20	RAUSIL
21	GUMAL GAON
22	PANIYA MAHATAR
23	OKHAL DUNGA
24	SIRORI
25	BARET TALLA



- h) After network establishment as per para 2.g above, OFC connectivity to be established from OLT sites to all 25 Villages as per figure-3 & Figure-4:

Figure-2

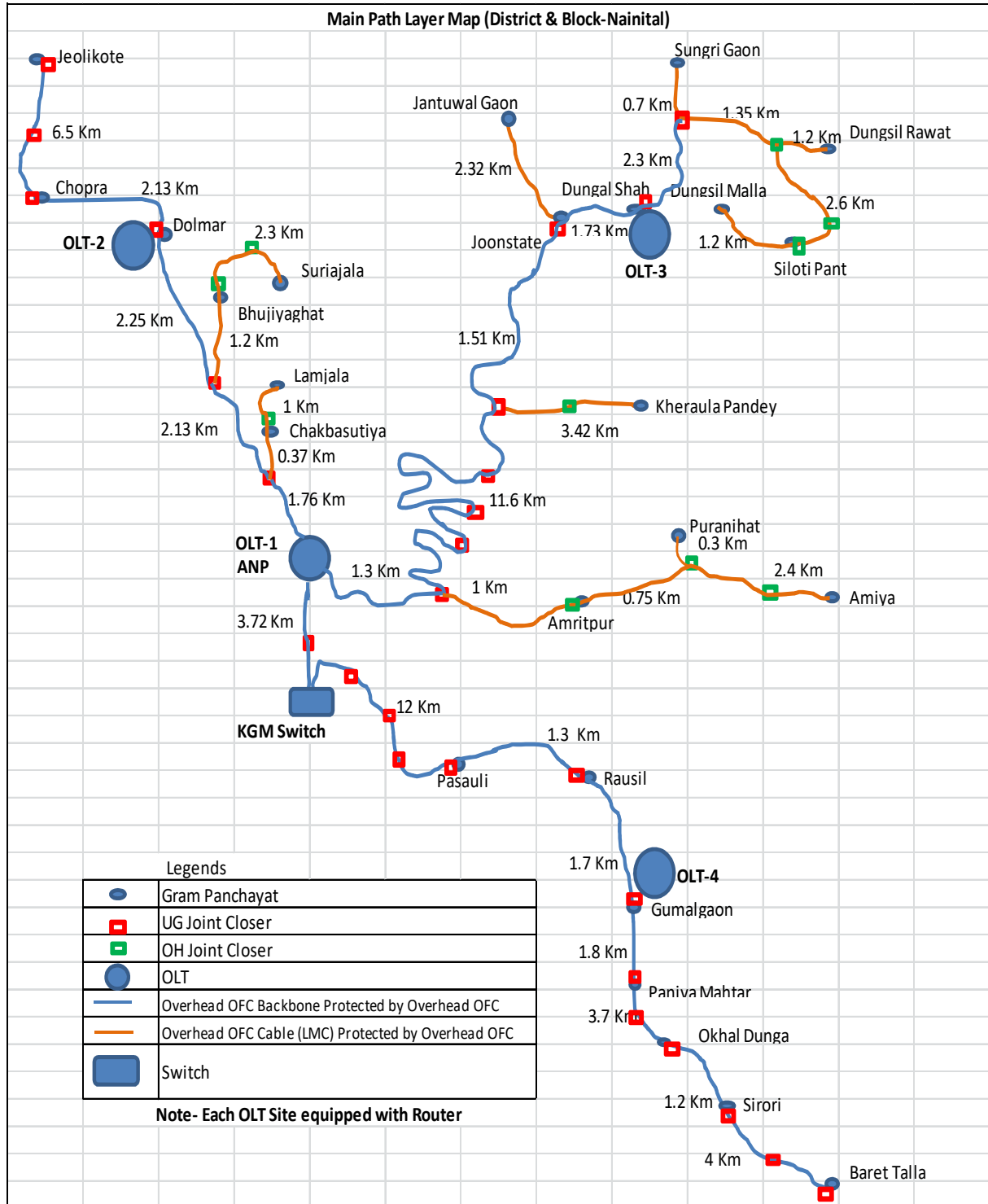
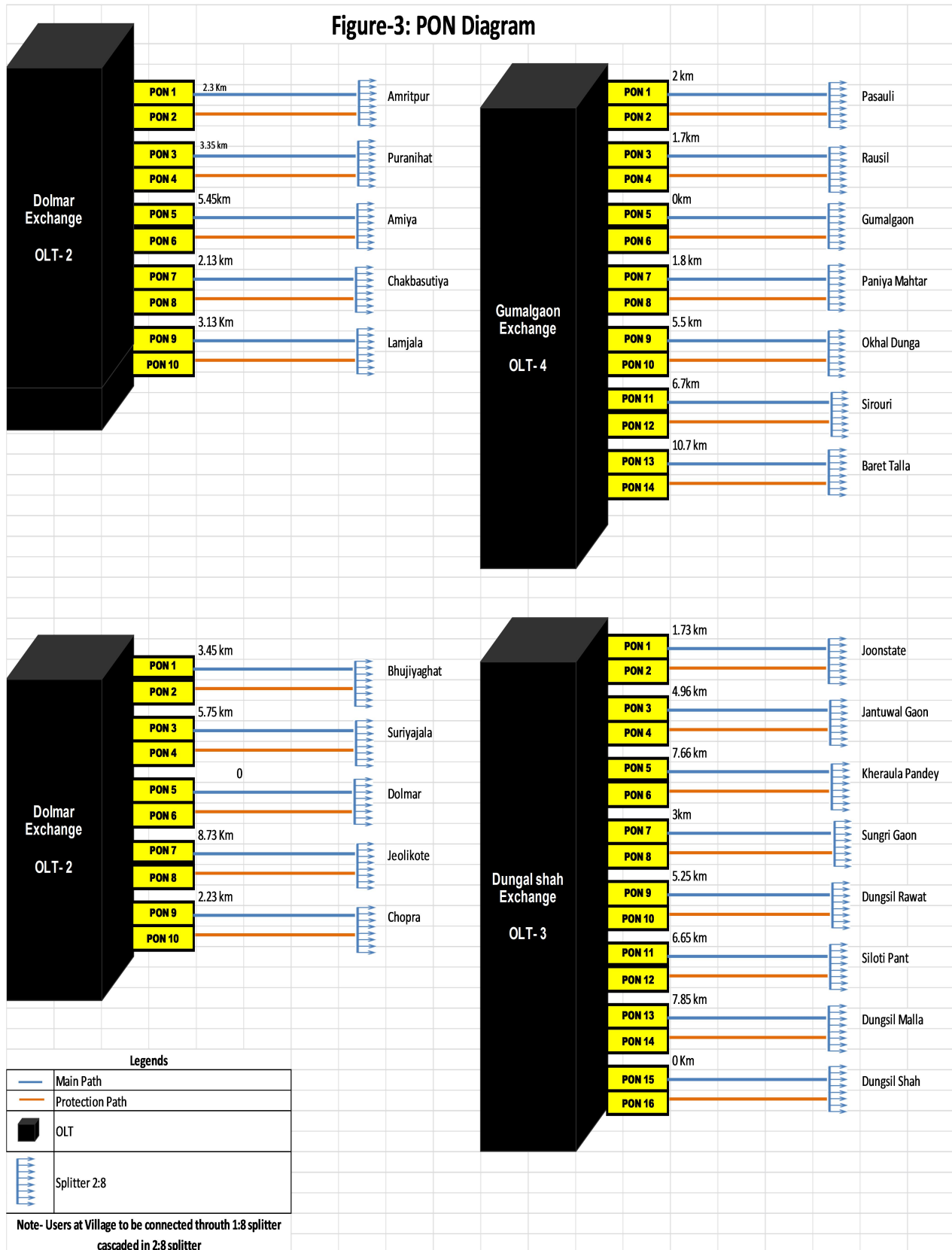


Figure-3: PON Diagram



- i) As per the figure-2, Backbone Main OFC Path (Overhead) is to be established by 24F ADSS OFC with protection path of Overhead 24F-OFC. From Backbone OFC to village locations (2:8 Splitter), main path with protection path to be established with overhead 12-F OFC. This connectivity plan is tentative and may vary as per site conditions and/or as per instruction of RailTel's Engineer in-charge.
- j) BA/SI to supply, install and commission all the OFC/equipment/devices at sites as per instructions of RailTel's Engineer in-charge (EIC). All the fibers of 24F/12F (Main/Protection path) to be through as per site requirement/Threshold link budget (dbm)/instruction of (EIC).
- k) Work completion certificate will be issued after completion of work in all 25 villages (laying all Overhead/Underground OFC, Splicings, Chamber, Route Marker works) and installation of all devices, connectivity of all villages to OLT as per plan and commissioning of the entire setup to deploy Railwire services in villages. Warranty Period of one year will start from the date of work completion certificate.
- l) Deployments of all the hardware, testing & commissioning to be carried out as per the instructions of RailTel's Engineer in-charge. As per the suggestions of RailTel's Engineer in-charge, site plan may be changed as per requirement/ site conditions.
- m) BA/SI to pick up and drop the materials i.e. OFC/Duct/electronics from RailTel's store without any extra cost. Materials will be issued to BA/SI as per actual requirement of project time to time. Proper reconciliation of materials will be ensured periodically.

### 3. Selection Criteria:

- a. **Stage-I :** Proposals of only those BA/SIs will be entertained who are empanelled with RCIL and to whom EoI has been sent by RailTel, is and had submitted PBG/empanelment fees , in reference to their empanelment letter. The PBG/empanelment fees should be valid on opening of the bids. A copy of PBG/empanelment fees 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 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.**
3. 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.**
4. No Deviation Certificate as per **annexure-3**.
5. “The BA/SI shall submit a notarized affidavit ( as per **annexure-4**) 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.
6. **Minimum Qualifying Work Experience Required:**

The tenderer must have successfully completed any of the following during last 07 (seven) and the current financial year, ending last day of month previous to the one month 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 5**.

**# “Similar work” for this contract shall be –BA/SI as system integrator must have undertaken all type of Telecom equipment (i.e. Router/Switches/Servers/Wi-Fi APs etc) supply, installation, testing and commissioning along with OFC laying work”.**

**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.

7.The tenderer must have received contractual payments (Turnover) 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 & Profit Loss Statement** 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).

8.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**

Bidders qualifying stage-I & Stage-II as above will be eligible for stage-III evaluation. Under Stage-III, offers will be evaluated as per the inter-se position of financial offers opened online where lowest offer will be considered as L-1.

## **4. Duration of Engagement & Service Level Agreement**

One years from the date of issue of LOA/work order, however same may be extended if RailTel's customer extends the same for RailTel..

The service level agreement along with all the terms & conditions of RailTel customer will be back-to-back and if any penalty imposed by customer, accordingly the penalty (on bidders' scope of work) will be passed on to selected bidder. Penalty will be charged/recovered from BA equal to amount of penalty imposed on RailTel by DOT/USOF and/or also by RailTel on BA for non compliance of contract terms and condition.

## **5. 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.

## 6. Bidding Document

The BA/SI is expected to examine all instructions, forms, terms and conditions and technical specifications in 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.

All pages of the EoI documents shall be signed in ink or digitally signed by the BA/SI including the closing page in token of his having studied the EOI document. Scanned copy of manually signed or digitally signed EOI document is also to be submitted online. Original copy of the same may be provided in original if required by RailTel.

## 7. Bid Validity

Bids shall remain valid for a period of 180 days from the date of opening of the bids. RailTel shall at its own discretion reject a bid validity of shorter period.

## 8. 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.

## 9. Performance Guarantee:

Successful BA/SI shall submit performance guaranty the same should be submitted within 30 days of issue of LOA/PO. PO shall be issued by the following mile stone:

The successful bidder shall have to submit a Performance Guarantee (PBG) equivalent to the 3% of total contract value, within 30 days from the date of issue of Letter of Acceptance (LOA). A penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

Warranty commence after the acceptance by the customer of RailTel. PBG shall remain valid for 3 Months after the **completion of work & Warranty Period as per Scope of work.**

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 interest of bidder to obtain RailTel 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.

The Performance Bank Guarantee shall be released after successful completion of the Contract & Warranty period duly adjusting any dues recoverable from the successful BA.

performance guaranty value less than 5 lakhs to be submitted through Demand draft/RTGS etc mode with confirmation & requirement of Railtel as communicated during issuance of Letter of acceptance.

#### **10. 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.

#### **11. Variation in Quantity Clause :**

**Variation in Quantity:** RCIL reserves the right to reduce or increase the quantity of any item as mentioned in the Annexure-1 but not more than 25% of total items mentioned in EoI. Accordingly, total contract value may change on the basis of the rates defined in the price bid.

#### **12. Negotiation:**

RCIL reserves the right to negotiate with the successful BA/SI in order to make the bid competitive.

#### **13. Payment Terms:**

**Payment to the BA/SI will be on Bach to back basis on receipt of payment from RailTel's customer i.e. USOF/DOT.**

**However, if RailTel's customer delays the payment to RailTel for more than 2 months after Railtel's invoicing to customer, then payment to the RailTel's BA/SI will be done by RailTel. In either case, mode of billings and payments will be in following manner:**

#### **A. ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT & MATERIAL (Item-5 to 23)**

- i. 70% (60% if payment is being done by RailTel without receipt of payment from USOF/DoT, 10% in addition to 60 % will be released soon after receipt of payment from USOF/DoT) of the accepted cost of supply items (duly inspected by the nominated Inspection Authority) will be paid after following conditions by the consignee.

- a) On receipt of materials at site.
- b) Original Inspection certificate issued by Inspecting Officer.
- c) Challan / Invoice in duplicate.
- d) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

- ii. Additional 20 % of the accepted cost of supply items (in addition to the 70% released above) will be paid after completion of work in all 25 villages & successful Acceptance Test by representative of RailTel and issue of work completion certificate (Warranty Period of one year will start from the date of work completion certificate).
- iii. Final payment of 10% (Ten percent) of the balance payment shall be made after successful completion of warranty period adjusting all dues/penalties if any.

## **B. PROGRESS PAYMENT FOR EXECUTION OF WORK (Item-1 to 4)**

On account progress payment shall be made as per following criteria.

- i. 70% (60% if payment is being done by RailTel without receipt of payment from USOF/DoT, 10% in addition to 60 % will be released soon after receipt of payment from USOF/DoT) of the On-Account/Progress payment of schedule shall be made after successful completion of OFC laying with end to end splicing and testing, protection works at minimum 5 villages after due measurement and testing/checking to the satisfaction of Engineer.
- ii. 20% (Twenty percent) of the On-Account/progress payment shall be made after successful commissioning of equipment and issue of work completion certificate.
- iii. If RailTel's Customer or RailTel imposes any penalty on account of bad workmanship or delays, the same shall be charged/recovered from the contractor back to back from the Retention Money, BG, etc.

## **C. FINAL PAYMENT**

Final payment of 10% (Ten percent) of the balance payment shall be made after successful completion of warranty period adjusting all dues/penalties if any.

Payment shall be released **on submission of following documents:**

- a) Tax Invoice as per GST Provision with bifurcation of basic price and GST, indicating the break-up of the GST for availing GST Credit. The Tax Invoices shall be raised state wise based on place of service and supply, in the name of RailTel Corporation of India Ltd.
- b) All Tax Invoices raised should be serially numbered as per GST provision.
- c) GST No. of RailTel & Vendor should be mentioned on the face of the Tax Invoices. Vendor should comply with all provisions of CGST/SGST/UGST Act.

- d) Bill Passing Authority: GM/Lucknow & Bill Paying Authority: Joint General Manager /Fin/NR/Delhi.
- e) Certificate for Fall Back Clause should be submitted.
- f) All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- g) All payment shall be made in Indian Rupees only.
- h) Installation / Performance certificate issued by customer of RailTel.
- i) Delivery Challan if any duly accepted by Consignee.
- j) Warranty certificate of OEM/Supplier as per warranty clause 3.
- k) All payments to be made directly to the BA/SI through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel.
- l) Labour cess on source cost will be deducted from the bills as per guideline of Govt. of India if applicable.
- m) Any deduction made by the customer of RailTel will be imposed on the BA/SI, on back to back basis.
- n) Copy/proof of valid Performance Guarantee.
- o) Inspection certificate issued by RCIL executive if any.
- p) Declaration regarding non applicability of e-invoicing if any.
- q) Declaration regarding non applicability of labour cess if applicable.
- r) Declaration regarding TDS/TCS rates as per section 206AB/206CCA under IT act.

#### **14. 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 sub-contracting 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 sub-contracting/partnership/third party interest shall be created with reference work/project assigned through this EoI.

#### **15. Delivery Timeline:**

Successful BA/SI have to complete the **"Laying of Optical Fiber Cable, Supply, Installation, Testing and Commissioning of Data Communication setup for deployment of Railwire services in the villages of Nainital district of Uttarakhand state."** in all aspects within **2 Months** from the date of issuance of LOA.

#### **16. Liquidated Damage (LD):**

RCIL reserve the right to impose the LD in case of delay in supply attributable to RCIL at the rate of 0.5% per week or part thereof for delayed stores which the successful BA/SI has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total PO value. In certain categories of procurement, LD can also be levied on the successful BA/SI of the store supplied partially within the scope of the order/contract that could not be put to use due to late delivery of the remaining stores.

#### **17. 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.

#### **18. Suspension, Revocation or Termination of agreement /EoI :**

18.1 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.

18.2. 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 :

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

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

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

18.2.4 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.

18.2.5 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.

18.2.6 Breach of non-fulfilment 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. EoI Submission Details :**

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



22.1. 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“.

22.2. 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.

22.3. 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.

22.4. 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.

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

22.6 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.

22.7 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.

22.8 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).

22.9 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.

22.10 **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/proof of empanelment fee 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.

**RailTel Office Add :**

**RailTel Corporation of India Ltd.**  
**2<sup>nd</sup> Floor, Telephone Exchange Building, NE Railway DRM office, Ashok Marg,**  
**Hazratganj, Lucknow, UP-226001**  
**Mob.900444419**

**23. 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.

**24. Contact Details**

In case of any query/issue you may contact following officers: -

S/N	Officer Name	Designation	Mobile No	Email
1	Sh. Nitish Vikram Singh	Sr.Mgr/Lko	9004444199	nitish.vikram@railtelindia.com
2	Sh. Vineet Kushwaha	DGM/Mktg	9717644444	vkushwaha@railtelindia.com

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

**25. Agreement:**

The successful Tenderer shall **within 07** days after award of contract be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.

Format of agreement is as per Anneure-9.

**26. CONSTITUTION OF FIRM AND POWER OF ATTORNEY.**

- I. Any individual(s) signing the EOI or other documents connected therewith should specify whether he is signing:-
  - (a) As sole proprietor of the concern or as attorney of the sole proprietor;
  - (b) As a partner or partners of the firm;
  - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- II. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- III. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

- IV. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- V. The duly notarised Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.

## 27. Indemnity by Contractors:

The BA shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel's by reason of any act or omission of the BA, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

The prices quoted by the BA shall include the prices of materials including all incidental charges for transport, loading/ unloading and handling of materials, commission for arranging dispatch by rail direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of Wagon, collection of banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as also siding or shunting charges, if any, levied by the Railway.

**Schedule of Requirement & Price BID**

Attached Separately on enivida portal under Financial bidding option for bidding purpose.

Detailed quantitative SOR and technical specifications attached as annexure-2 for reference.

## Schedule of Requirement &amp; Price BID

Ref: EOI No: RCILNR-LKO/MKTG(EB)/ 2021/UK/Railwire dated  
23.11.2021

## Schedule of Requirement:

Schedule of Requirement (Main Path)					
Sr	Item	Unit	Qty	Rate	Amount
1	Supply & installation of optical fibre splicing(Joint)Enclosure(24 F)for loose tube complete wilt all assesories as per TEC specifications no.TEC/GR/OJC-02/02 Sept 2003 or latest with the following additonal features. The Joint Enclosures must be of Raychem make model FJC-400 or VXL make model VT-200 or 3M make model 2179 CD HS S4 only. It includes splicing (Splitters also wherever required)	Nos	36	4533.8	163217
2	OFC Overhead Laying (Includes clamping with U-clamps/pole-clamps over Rocky walls/Poles/bridges/culverts etc as per the site condition wherever applicable)	Km	95.31	20000	1906170
Schedule of Requirement (Protection Path)					
3	Supply & installation of optical fibre splicing(Joint)Enclosure(24 F)for loose tube complete wilt all assesories as per TEC specifications no.TEC/GR/OJC-02/02 Sept 2003 or latest with the following additonal features. The Joint Enclosures must be of Raychem make model FJC-400 or VXL make model VT-200 or 3M make model 2179 CD HS S4 only. It includes splicing (Splitters also wherever required)	Nos	36	4533.8	163217
4	OFC Overhead Laying (Includes clamping with U-clamps/pole-clamps over Rocky walls/Poles/bridges/culverts etc as per the site condition wherever applicable)	Km	80.31	20000	1606170
End User and Backbone Electronics Estimate					
Electronics					
5	Supply & Installation of GPON OLT 16 Port with PON Protection Support	Nos	4	110000	440000
6	Supply & Installation of MPLS Router with BNG(Broadband Network Gateway)/BRAS support	Nos	4	60000	240000

7	Supply & Installation of Accessories Items for NMS integration	Lot	1	100000	100000
8	Supply and configuration of ONT (Optical network terminal Dual Band: 2.4G, 5G, PPPoE support)	Nos	1800	2000	3600000
9	Supply & Installation of PON SFPs (Tx +7 dbm to +9 dbm)	Nos	64	4500	288000
10	Supply & Installation of SFP's 10Gbps (SFP+ 10G 60KM-BIDI Qty in Pairs)	pair	14	11421	159894
11	Supply of Laptop for testing and O&M (Laptop (4GB Ram, 1TB HDD, Windows 10 latest with Office, i5 Processor)	Nos	2	50000	100000
12	Supply & Installation of SFP-1x GigE Electrical (1000 Base TX) WDSFP-CJ-T22-X1-AB	Nos	4	1035.503	4142.012
<b>Accessories</b>					
13	Supply & Installation of Splitter 2:8 (Passive Type)	Nos	35	500	17500
14	Supply & Installation of Splitter 1:8 (Passive Type)	Nos	280	400	112000
15	Supply & Installation of Solar UPS Power Supply at Village	Nos	3	25000	75000
16	Supply, Installation & Commissioning of 1KVA Online UPS System with 2 Hours Backup (Single Phase Input) Power supply at Control room	Nos	1	27998	27998
17	Supply of LC-SC Patch Cord (5Mtr.) (3M, TE Connectivity, R&M make only) Single Mode	Nos	500	126.89	63445
18	Supply of SC - SC Patch Cord (1 Mtr.), (3M, TE Connectivity, R&M make only) Single Mode	Nos	1500	84.79	127185
19	Supply & Installation of FDMS 24F (Supply of rack mountable FMS 24F (SC/APC type) with all accessories i.e. connectors and pigtails etc.(Connector make:3M, Huber Shuner, R&M, TE Connectivity/Reychem)	Nos	11	4335.52	47690.72
20	Supply & Installation of FDMS 12 F (Supply of rack mountable FMS 12F (SC/ APC type) with all accessories i.e. connectors and pigtails etc. (Connector make: 3M, Huber Shuner, R&M, TE Connectivity/ Reychem))	Nos	5	3745.98	18729.9
21	Supply & Installation of 19" 9U racks and all accessories required for installation purpose of switches	Nos	4	5834.5	23338
22	Supply of Fiber Access Terminal Box	Nos	300	800	240000
23	Supply of FTTH Joint Closer	Nos	100	50	5000
<b>Total</b>					9528696
<b>GST@18%</b>					1715165
<b>Grant Total</b>					11243862
Note- Items supplied to be installed, tested and commissioned as above.					

Schedule of Requirement		
	<b>Total Cost of work Incl. all Tax</b>	<b>Rs. 1,12,43,862 /-</b>
	<b>Total inclusive Taxes (in words)</b>	<b>Rupees One Crore Twelve Lakh Forty Three Thousand Eight Hundred Sixty Two only</b>

**Note:**

1. Warranty period of all the materials shall be minimum 1 year.
2. The location of installation of all above materials are distributed over the sites as mentioned in scope of work.

### **Technical Specifications**

#### **1.GPON OLT (16 Port PON and 2 10GE SFP+ ports)**

System Capacity	Maximum coupling ratio: 1:128 Switching Capacity:68 Gbps MAC table capacity: 16K
PON Ports	16
Uplink interface	4 GE ports 2 10GE SFP+ ports
Attributes of thePON Interface	The transmission rate with downlink 2.5Gbps/uplink 1.25Gbps Class B <sup>+</sup> and Class C <sup>+</sup> GPON module Security: ONU authentication mechanism
Standards	ITU-T G.984/G.988 IEEE 802.1D, Spanning Tree IEEE 802.1Q, VLAN IEEE 802.1w, RSTP IEEE 802.3ad physical link static/dynamic aggregation (LACP) Ethernet – II
QoS	Backpressure flow control (half duplex) IEEE 802.3x flow control (full duplex) IEEE 802.1p, CoS WRR, SP and FIFO queue schedule Limiting the uplink/downlink rate based on each ONU DBA and SLA
VLAN	Port based VLAN, 4K VLAN QinQ and flexible QinQ
Multicast	L2 Multicast : IGMP Snooping MLD Snooping

Reliability	Unidirectional Link Detection (UDLD) Hot swap of the GPON optical module Optical path protection of GPON (type B/C) Abnormal luminescence ONU detection such as long luminescence
Network Security	Limiting the maximum number of users on each port Port isolation Packet storm control Flow based ACL access control function Transmission data encryption on the PON interface
Configuration Management	Various management modes such as CLI, SNMP and TELNET Conducting software upgrade through TFTP Debug output
Physical Characteristics	Installation: standard 19 inch rack mounted
Environment	Operating environment: 0°C to 45°C; Storage environment: -40°C-80°C; 5%-95% non-condensing
Power Supply	Input voltage: AC90 ~ 240V, DC 36 ~ 72V Dual-power input option, DC/AC power supply and hot-swap

**OLT should be:**

- i) **Provided with 1-year warranty. The product should not be declared EOL/EOS by OEM for next 5 Years.**
- ii) Equipped with 3 PIN AC Supply Connector in case AC supply equipment.
- iii) Rack mountable & supplied with all required clips/hardware.
- iv) Equipped with necessary hardware/software to comply to all above required specifications / support features.
- v) Should be equipped with Back-to-Back warranty with respective OEMs for both Hardware and Software. Certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- vi) OEM/Service-Partner should have its Service/Spare Centre at min. 04 locations in major cities in India. Service/Spare Centre details to be shared.

## **2. TECHNICAL SPECIFICATIONS FOR REMOTE MONITORING EQUIPMENT**

<b>S.No.</b>	<b>Description</b>
<b>1</b>	<b>Features</b>
(a)	Should support SNMP, RMON, MIB & SYSLOG
(b)	Should support the console/http/https and SSH/Telnet login mode
(c)	Should support standard security features (ACL and GRE)
(d)	Should support standard routing features.
(e)	Should be IPv6 Ready from day 1
(f)	Should support stateful firewall functionality.



(g)	Should support WAN connectivity on LTE (supports India LTE bands), 2G and 3G. Should have high gain antenna min.15 dbi.
(h)	Should be suitable for outdoor environment deployment.
<b>2</b>	<b>Capacity Matrix requirements</b>
(a)	Auto sensing ports – 1 nos. with - Ethernet ports – 10/100 Base – TX – 1 nos. - 1 SIM Slot for LTE Connectivity
(b)	Minimum Backplane Capacity – 50 Mbps at 64 B packet size
(c)	Packets forwarding rate – 100 Kpps at 64 B packet size
<b>3</b>	<b>Power Supply arrangements</b>
(a)	Should have POE input (802.3af/at) or AC Power Supply 100 to 240 V AC with 50 to 60 Hz.

**NOTE: 1)** Equipment should be:

- i) Provided with 1 years warranty. The product should not be declared EOL/EOS by OEM for next 5 Years.
- ii) Equipped with 3 PIN AC Supply Connector in case AC supply equipment.
- iii) Rack mountable & supplied with all required clips/hardware.
- iv) Equipped with necessary hardware/software to comply to all above required specifications / support features.
- v) Should be equipped with Back to Back warranty with respective OEMs for both Hardware and Software. Certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- vi) OEM/Service-Partner should have its Service/Spare Centre at min. 04 locations in major cities in India. Service/Spare Center details to be shared.

### **3.MPLS Router with BRAS functionality**

1. Should support 1U rack mount, 8x Gigabit Ethernet, 2xSFP+, 4GB RAM and 10Gbit/s throughput.
2. Multi WAN Port Router.
3. Flexible Combination of LAN & WAN Port
4. Should support link failover features (If one internet goes down, the other automatically takes control to ensures continuous network uptime)
5. Should support load balancing among WAN Ports
6. Should support SNMP & RMON
7. Should support PPPoE Client and Server.
8. Should support DHCP (Server, Client & Relay)
9. Should support standard security features (IPsec, L2TP, AAA, TACACS+ and GRE).
10. Should support firewall functionality.
11. Should support routing features (PBR, Static Route)
12. should support NAT, IPV6, routing protocol like OSPF, BGP, RIP and Static.
13. should support concurrent 500 users of PPPOE and 500 users of Hotspot.
14. should support PPPOE server and Wi-fi Hotspot.
15. should support MPLS features like L3VPN, L2VPN/VPLS, LDP and Qos.
16. should support AAA functionality.
17. should support CGNAT functionality.

18. should support logging of IP NAT information of user using Syslog/NetFlow/IPfix.

**NOTE:** Routers should be:

1. Provided with 1 year warranty. The product should not be declared EOL/EOS by OEM for next 5 Years.
2. Equipped with 3 PIN AC Supply Connector in case AC supply equipment.
3. Rack mountable & supplied with all required clips/hardware.
4. Equipped with necessary hardware/software to comply to all above required specifications / support features.
5. Should be equipped with Back-to-Back warranty with respective OEMs for both Hardware and Software. Certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
6. OEM/Service-Partner should have its Service/Spare Centre at min. 04 locations in major cities in India. Service/Spare Centre details to be shared.

#### 4.ONT (Optical Network Terminal)

Equipment Interface

Port Type	Function
PON port	Connect PON port with internet by SC type, single mode optical fiber cable
FXS port	Connect the telephone with FXS port by telephone wire
LAN 2/1 port	RJ45Port connects to local internet,1 GE port and 1 FE port automatically
Reset button (RST)	Press down reset button and keep 1-5 seconds to make the device restart and recover from the factory default Settings.
PWR port (DC12 V)	Connect with power adapter

GPON Interface

Parameter	Nominal
Connector style	SC/PC
PON quantity	1
Fiber style	Single mode
Wavelength	TX : 1310 +/-20nm RX : 1490 +/-10nm
PON interface standard	ITU-T G.984.2/ITU-T G.984.3/ITU-TG.988 Class B+
PON interface receiving rate	1.244Gpbs
PON interface transmitting rate	2.488Gpbs
Output optical power	Min: 0dBm      Max: +5dBm
Optical receiver sensitivity	Precede -28dBm
The length of the optical link	Max 20km

Standard		IEEE 802.11 ac/b/g/n
WiFi Parameter	Frequency	2.4~2.4835GHz 5GHz : Low frequency 5.15GHz~5.25GHz、 Middle frequency 5.25GHz~5.35GHz、 High frequency 5.725GHz~5.825GHz
	Transmission speed	2.4GHz Frequency: IEEE 802.11b : 11/5.5/2/1M(Auto) IEEE 802.11g : 54/48/36/24/18/12/9/6(Auto) IEEE 802.11n : 270/243/216/162/108/81/54/27Mbps, up to 300Mbps 5GHz Frequency: IEEE 802.11n : Highest transmission speed up to 300Mbps IEEE 802.11ac : Highest transmission speed up to 867Mbps
	Channel number	2.4GHz : 13 5GHz : 4
	Spread-spectrum Technique	DSSS(Direct sequence spread spectrum)
	Data Modulation	DBPSK、DQPSK、CCK and OFDM(BPSK/QPSK/16-QAM/64-QAM)
	Sensitivity @PER (Package error rate)	270M : -68dBm@10% PER ; 130M : -68dBm@10% PER ; 108M : -68dBm@10% PER ; 54M : -68dBm@10% PER 11M : -85dBm@8% PER ; 6M : -88dBm@10% PER 1M : -90dBm@8% PER ;
	Transmission distance	Indoor Maximum 120 meters ; Outdoor Maximum 360 meters(The distance depends on the environment)
	RF power	20dBm EIRP
	Antenna	5dBi Antennas

### POTS Specification

- Support SIP voice protocol
- Support H.248 voice protocol
- SIP protocol: ISP provide the port number of the main SIP proxy server and terminal VOIP
- Value range is 1-65535, system default value is 5060
- H.248 protocol: ISP provide port number of the spare MGC server and VOIP terminal
- Value range is 1~65535, system default value is 2944
- Port ringing current voltage: 50±10VAC, 30±10H
- Port type POTS (VOIP)
- Support G.711 A-Law/u-Law, G729A/B, G.723.1-5.3/6.3, G.726.etc.voice coding/compressed technology

### Special Functions

- Support TR069, NAT, DMZ, DNS features
- Support Multiple ssid
- Support Multiple VLAN
- Support CAS, L2oGRE
- Support IPV6, PPPoE, DHCP and Static IP configuration for WAN Interface
- Support IP, MAC filtering, Firewall Functionality in routed mode

**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".

**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](http://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:

**USER'S CERTIFICATE**

**(Related to para 3.b (7) 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 (2021-22) and past 7 financial year: 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 :

Signature of the user with  
Company Seal

**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, 6<sup>th</sup> 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 the .....day of ..... 2021

for .....

( indicate the name of the Bank)

Witness

Signature

Name

Signature

Name



## **Annexure-7**

### **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](mailto: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.Nitish Vikram Singh, Sr.Mgr/ Technical**

**Telephone/ Mobile 9004444199**

**E-mail ID: nitish.vikram@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](http://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 favour 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.

**Deleted**

**Annexure-8**

**AGREEMENT**  
**(On stamp paper of Rs.100)**

(CA No. ....)

This AGREEMENT is made at Lucknow on this day of \_\_\_\_\_ two thousand and Twenty One by and between RailTel Corporation of India Limited (A Govt. of India undertaking) having its Registered & Corporate office at 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part; And \_\_\_\_\_ having its registered office at -----

----- acting in the premises through..... (hereafter referred to as Contractor",

which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part. Whereas in response to a call for Tender by RailTel for the work of ".....  
 ..."

for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum.....issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto AND WHEREAS the said Tender of the Contractor has been accepted for the work of.....

... .." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri \_\_\_\_\_ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signatures

Date

Name in Block Capitals

Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of

\_\_\_\_\_  
The contractor within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

Annexure 'A' :EOI/Tender Paper No..... with corrigendum, if any.

Annexure 'B' :Letter of Acceptance /PO No..... with all enclosures.

Annexure 'C' :Copy of Contract Performance Guarantee



**Annexure-10**  
**EMD Declaration letter: (to be submitted by bidder)**

**To**  
**RailTel Corporation of India Ltd.**  
**2<sup>nd</sup> floor, Telephone Exchange,**  
**NER DRM office, Ashok Marg**  
**Lucknow-226001**

**Sub: EMD Declaration letter**

**Ref:**  
**EOI No: RCILNR-LKO/MKTG(EB)/ 2021/UK/Railwire/1 dated 23.11.2021**

Dear Sir,

I/we M/s (name of bidder) .....am/are aware that I/we have been exempted from submission of EMD in lieu of EMD declaration letter. I/We understand and accept that if I/we withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/performance security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign contract agreement fail to sign the same within stipulated period mentioned in tender documents. I/we i.e. the bidder..... shall be banned from the submission of bids in any works/Service Tender issued by RailTel for period of 03 year from the date of such banning letter issued.

.....

Bidder's Authorized representative.

**Annexure-11**  
**(Tentative Site Locations)**

Central Locations: RailTel POP at Kathgodam Railway station

Other 25 Sites:

<b>District- Nainital    Block-Nainital</b>	
<b>Sr.</b>	<b>VILLAGE NAME</b>
1	Jeolikote
2	CHOPRA
3	DOLMAR
4	SURIYA GAON
5	BHUJIYA GHAT
6	LAMJALA
7	CHAKBASUTIYA
8	AMRITPUR
9	PURANI HAT
10	AMIYA
11	KHERAULA PANDE
12	JOONSTATE
13	JANTUWAL GAON
14	GUNGSIL SHAH
15	SUNGRI GAON
16	DUNGSILRAWAT
17	SILOTI PANT
18	DUNGSIL MALLA
19	PASAULI
20	RAUSIL
21	GUMAL GAON
22	PANIYA MAHATAR
23	OKHAL DUNGA
24	SIRORI
25	BARET TALLA

**STANDING INDEMNITY BOND**

(For On Account Payments and Stores supplied by RailTel)  
(On Stamp paper of Requisite Value)

We, \_\_\_\_\_ hereby undertake that we hold at our  
Stores \_\_\_\_\_ Depot/s at \_\_\_\_\_  
\_\_\_\_\_ for and on behalf of RailTel Corporation of India Limited in the  
premises through  
Executive Director/N R or his successor hereinafter referred to as “the Purchaser” all  
materials for which ‘On Account’ payments have been made to us against the Contract for ---  
----- vide letter of Acceptance of  
Tender No. \_\_\_\_\_ and the materials handed over to us by the Purchaser for  
all purpose of  
execution of the said Contract, until such time the materials are duly erected or otherwise  
handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against  
all risk till they are duly delivered as erected equipment to the purchaser or as he may direct  
otherwise and shall indemnify the Purchaser against any loss, damage or deterioration  
whatsoever in respect of the said materials while in our possession and against disposal of  
surplus materials. The said materials shall at all times be open to inspection by any engineer  
authorized by the Executive Director /N R (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials  
disposed off and refund becomes due, the purchaser shall be entitled to recover from us the  
full cost as per prices included in the Contract (as applicable) and also compensation for such  
loss or damage, if any, alongwith the amount to be refunded without prejudice to any other  
remedies available to his by deduction from any sum due or any sum which at any time  
hereafter becomes due to us under the said or any other Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
\_\_\_\_\_ for and on behalf of

(Contractor)  
Signature of witness  
Name and witness in Block letters  
Address