



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empanelled Business Associate for Disaster
Management Relief and Rehabilitation Department, Mantralaya Mumbai**

For

“Supply of Disaster Management Kits”

EOI No: RCIL/WR/RO/Mktg/2026-27/04 Dt: 19th June 2026

रेलटेल
RAILTEL

EOI NOTICE

**RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,**

Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/RO/Mktg/2026-27/04 Dt: 18th June 2026

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for the selection of suitable partner for Disaster Management Relief and Rehabilitation Department, Mantralaya, Mumbai For “Supply of Disaster Management Kits”, Gem Bid Number: GEM/2026/B/7593862 dated 01-06-2026 **and any other addendums/ corrigendum’s/ documents contained within and related to the same.**

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	23rd June 2025 15:00 hrs
2	Opening of Technical Bid of EOIs	23rd June 2025 15:30 hrs
4	EOI fees inclusive tax (Non-refundable)	Rs. 50,000/- (INR Ten Thousand Only) (Inclusive of 18% GST)
5	EMD for Pre-Bid Arrangement (refundable)	Rs 49,00,000 /- (INR Forty Nine Lakhs only) (Token EMD of Rs 5,00,000 can be submitted to participate in the bid. The selected bidder has to submit full EMD before customer bid submission)

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online only.

RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

1. Level 1

Contact Name: Mr. Saish Sankhe

Designation: Deputy Manager/ Marketing

E-Mail Address: saish.sankhe@railtelindia.com

Mobile No: +91- 8999292981

Level 2

Contact Name: Sh. Viplov Nath Mishra

Designation: Senior Deputy General Manager/ Marketing

E-Mail Address: viplovnmishra@railtelindia.com

Mobile No: +91- 90044 44124

Note:

1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only. The Empanelled partner has to submit its valid empanelment Letter of Intent along with his Bid.**
3. All the document must be submitted with **proper indexing** and **page no.**
4. This is an **exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Bidder has to submit their response as an individual organization or part of a consortium. In case of consortium, the Bidder/s have to be empaneled partners of RailTel.
6. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof without the prior written approval from RailTel.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
8. Any changes made by RailTel's end customer tender up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

1. As Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

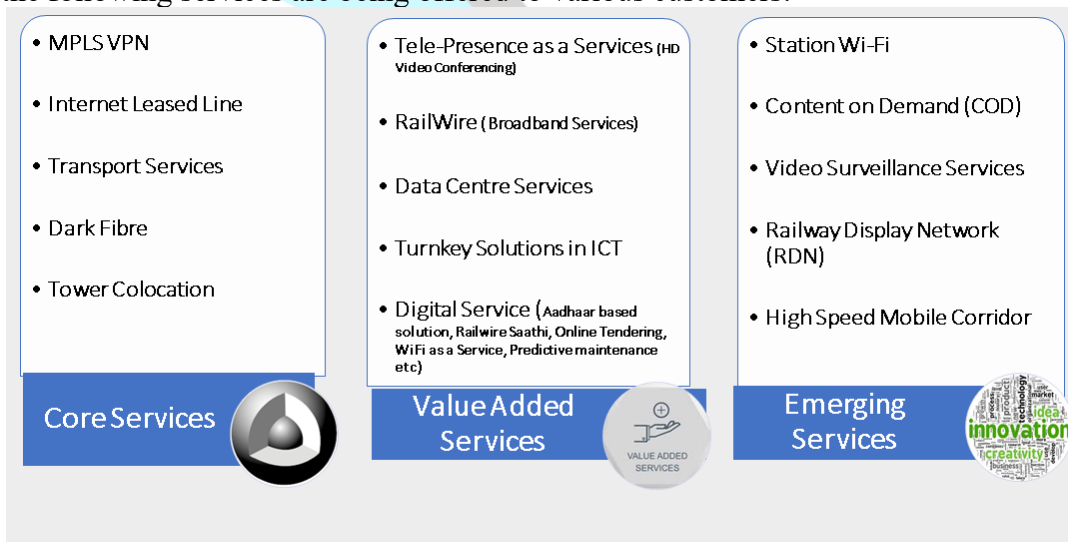
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India

using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) National Long Distance:

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

e) High-Definition Video Conference:

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

f) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by Tender No. GEM/2026/B/7593862 dated 01-06-2026 For 'SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT'

RailTel invites EOIs from RailTel's Empaneled Partners for Revenue Department, Government of Maharashtra the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the end Customer Organization Tender for SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT for the Revenue Department, Government of Maharashtra as per Tender No. GEM/2026/B/7593862 dated 01-06-2026, The Department of Disaster Management, Relief and Rehabilitation intends to provide Village Disaster Management Kit. For this purpose, the Department of Disaster Management, Relief and Rehabilitation intends select supplier and any other addendums/ corrigendum's/ documents contained within and related to the same uploaded up to the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer Tender No. GEM/2026/B/7593862 dated 01-06-2026 along with its latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement PSA/MSA/SLA also included.)

Business associate can participate as a sole bidder or part of consortium. Bidder/s must be RailTel's empanelled partner/s and will be responsible for all the conditions mentioned in this and the end customer RFP

Special Note: RailTel has floated the EOI for rate discovery and identifying the BA to support RailTel for timely execution of the work. RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder 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 bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of Bid submission issued by the end Customer organization for which bid is going to be submitted.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.

4.5.2 Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.

4.5.3 In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid or as per RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before submission of bid to end customer as applicable.

4.5.4 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.5.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the

receipt of RailTel's EMD/BG from the end Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

4.5.6 Forfeiture of EOI EMD or EOI EMD & balance EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.5.6.1 The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender

4.5.6.2 The EOI EMD & Balance EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.5.6.3 In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.5.6.4 Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

4.6.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.8 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and lowest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BA's will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	The sole bidder/all members of consortium should be registered under Companies Act, 1956 or updates thereof or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or a proprietary firm A maximum of two consortium members are permitted, comprising one Lead Bidder and one Consortium Partner.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Average annual turnover of the sole bidder /Lead Bidder in case of consortium should have at least 20 Crore INR during last 3 Financial Years	Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.
iii)	The Sole bidder / Lead Bidder in case of Consortium should also have a positive net worth as of March 31 st 2025 & be profitable in each of the last 3 financial years	Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.

B)	Technical Conditions	
iv)	The Sole Bidder/ bidder in case of Consortium / OEM / OEM through its dealer shall be in the business of manufacturing or supply of Search & Rescue Equipment as for at least last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26.	Certificate of Incorporation and at least 1 work order of similar work.
v)	The sole Bidder/bidder in case of Consortium / OEM / OEM through its dealer should have manufactured and supplied or supplied Search and Rescue Equipment to any State / Central Government organization, valued at least INR 20 Crores during last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26. Work order + Completion certificates from the client; OR Sanction order issued through GeM + Consignee receipt and acceptance certificate (CRAC)/ Completion certificates issued by client or GeM OR Work Order + Phase Completion Certificate from the client shall be submitted with the bid.	Work Order/Contract Agreement and a client-issued Completion Certificate or Performance Certificate or Go-live confirmation confirming the project value, scope, and successful execution. (In case of partial/ Substantial completion of work, a CA certificate will be required stating the amount received from the on-going project)
vii)	The Sole bidder / Bidder in case of Consortium must clarify for all 10 items of Village DM kit that for which items it's a manufacturer of the product offered, or a dealer authorized by the OEM.	OEM MAF and OEM Undertaking, issued specifically for this tender, on the letter head of OEM.
viii)	The Sole bidder / Bidder in case of Consortium shall not be blacklisted by any Government/ Semi Government organization in India. Bidder shall submit an undertaking on stamp paper duly notarized in their technical bid.	Notarized Undertaking for Non-Blacklisting
ix)	The Sole bidder / Bidder in case of Consortium or its OEM shall be certified ISO 9001:2015 company/firm and a valid copy of the certificate shall be submitted towards its proof along with bid.	Copy of ISO 9001:2015 Certificate
x)	The Sole bidder / Bidder in case of Consortium /OEM must have a Functional Service Centre in Maharashtra. If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract.	Self-Undertaking regarding Service Center Location

xi)	The Sole bidder / Bidder in case of Consortium /OEM must have Dedicated/toll Free Telephone No. for Service Support.	Self-Declaration for Service & Support Dedicated /toll Free Telephone No. for Service Support.
xii)	Service & Support Escalation Matrix for Service Support	Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
xiii)	OEM Authorization Certificate	The bidder shall submit a valid Manufacturer's Authorization Form (MAF) / Original Equipment Manufacturer (OEM) authorization for below mentioned specified products. Adult Stretcher, • Medium Stretcher, • Multipurpose Life Jacket, • First Aid Kit, • Safety Net, • Safety Rope In addition, valid CIPET test reports for the specified items shall be submitted in the name of the OEM and must demonstrate compliance with the technical specifications and requirements stipulated in the tender. MAF) shall be submitted strictly in the format prescribed in the End Customer Organization's Tender Document.

6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer/Director of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	PAN, GST, TAN Registration numbers	

7. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 The Business Associate qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.3 In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.

7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.6 All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks or scheduled banks excluding Co-operative banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 25 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 25 days and up to 50 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 50 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post

the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11 Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

12. Payment terms

- 12.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

12.3 The Payments received from end customer will be disbursed Scope wise to the selected BA.

12.4 Payments to selected BAs will be in Arrears only

13 SLA/Penalty/LD

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/MSA/SLA also included. Any deduction by Customer from RailTel payments on account of SLA/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

14 Duration of the Contract Period

The contract shall remain in force for a minimum period of 1 year from the Commercial Operation Date (COD) which will be back to back as per end customer tender. The effective date will be the day when the Condition Precedents are met. After 1 year, RailTel may extend the agreement as per its end customers' requirements and performance.

Note:

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back-to-Back as per the end customer RFP/Tender with Tender. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
- 3. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per customer tender**
- 4. All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

Annexure 1: COVERING LETTER (To be submitted by Lead Bidder on Letter head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ Dt. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory Name:

Designation:

Contact No:

E-Mail Address:

Signature:

Seal of the Organization:

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Annexure 2: Self-Certificate & Undertaking (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)

Self-Certificate (To be submitted on company letter head)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical, Commercial & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:



Annexure 3: Undertaking for not being Blacklisted/Debarred (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted on their letterhead)

EoI Reference No: _____ Date: _____

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

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Annexure 4: Format of Affidavit- (to be submitted by Bidder and all Consortium members)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) **

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

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

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the 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 process for evaluation of EOI, 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) * and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

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DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI 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 ADVOCATE

Place:

Dated:

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

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Annexure 5: Draft Non-Disclosure Agreement – (It is to be submitted by Lead Bidder and all Consortium Members)

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
 - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) injury sustained by Department may be impossible to calculate and remedy fully.
- Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by

the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

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Annexure 6: UNDERTAKING REGARDING CONTRACTOR ALL RISK (CAR) INSURANCE

(To be submitted on the Business Associate/Contractor's Letterhead)

To,
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi
Mumbai – 400013

Subject: Undertaking for Maintenance of Contractor All Risk (CAR) Insurance Policy.

Ref: EOI No: RCIL/WR/Goa/Mktg/26-27/01 Dt: 15th May 2026

I/We, M/s _____, hereby solemnly undertake and declare the following in respect of the project "Development of an Exclusive End-to-End Online Portal for Goa Labour Welfare Board":

1. **Mandatory Insurance Coverage:** I/We shall obtain and maintain a valid Contractor All Risk (CAR) Insurance Policy for the entire scope of work. We acknowledge that this requirement is mandatory and binding, irrespective of whether such insurance is explicitly stipulated in the specific Customer Agreement or Tender.
2. **Period of Effectiveness:** The said insurance policy shall be obtained prior to the commencement of work and shall remain valid and effective until the project is formally and duly handed over to the end customer.
3. **Beneficiary Clause:** I/We shall ensure that RailTel Corporation of India Ltd. is explicitly mentioned as a Beneficiary in the insurance policy document. A copy of the policy shall be submitted to RailTel's Project Coordinator/Manager before the commencement of work.
4. **Compliance for Payment Release:** I/We understand that the validity of the CAR Insurance Policy is a prerequisite for the release of any payments. I/We agree to provide proof of valid insurance/renewal to the RailTel Project Coordinator/Manager prior to the processing of each invoice/payment milestone.
5. **Additional Insurance Requirements:** In the event that the end Customer Agreement/Tender stipulates any additional insurance requirements—including but not limited to coverage during the Warranty Period or Defect Liability Period (DLP)—I/We hereby undertake to ensure full compliance with all such additional stipulations at our own cost.
6. **Indemnity:** I/We shall keep RailTel indemnified against any claims, losses, or liabilities arising due to our failure to maintain the required insurance coverage or any lapse in the policy during the project lifecycle.

Date: _____

Place: _____

(Signature of Authorized Signatory)

Name: _____

Designation: _____

Seal of the Firm/Company:

Annexure 7: Complete EoI Examination & Nil Deviation Certificate-- (it is to be submitted by Lead Bidder and all Consortium Members)

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Back to Back Compliance Certificate--(it is to be submitted by Lead Bidder and all Consortium Members)

(To be submitted by Bidder)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No- SnT_C_BRC_138_2024-25 dated 01/05/2025
and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone and Fax :

E-mail address :

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Annexure 9: Performance Bank Guarantee Format

(For a sum of percentage of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)
(Final Draft to be confirmed by RailTel Legal before BG issuance)

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Mahalaxmi
Mumbai – 400013

WHEREAS:

_____ name and address of Applicant] (hereinafter called “the Applicant”) and RailTel (the “Authority”) have entered into an agreement (the “Agreement”) for ‘**Tender Work Details**’ subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.

(B) We, Through our branch at(The “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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Annexure 10: Consortium Agreement Draft Format (on 500 Rs Stamp Paper duly Notarized)

THIS CONSORTIUM AGREEMENT is entered into on this the day of <Month>, 2025 AMONGST {<Company Name>, and having its registered office at <Address>} (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) AND

{<Company Name>, and having its registered office at <Address>} and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party” WHEREAS,

A. The PED/WR represented by the RailTel Corporation of India Ltd (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “Authority”), having its office at “RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013” is engaged in the “*Name of the work*”, and as part of this endeavor, has invited Bids (the Bids”) by its EoI No _____ dated (the “RFP”) for award of contract for (the “Project”) through Agreement Contract conditions.

B. The Parties are interested in jointly Bidding for the Project as members of a {consortium} and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the {consortium} shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium}

a. The Parties do hereby irrevocably constitute a consortium (the “{consortium}”) for the purposes of jointly participating in the Bidding Process for the Project.

b. The Parties hereby undertake to participate in the Bidding Process only through this {consortium} and not individually and/ or through any other {consortium} constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the {consortium} is declared the Selected bidder and awarded the Project, it shall enter into an Agreement Contract with the Authority for performing all its obligations as the Contractor in terms of the Agreement contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the {consortium} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {consortium} during the Bidding Process and for performing all its obligations as the Contractor in terms of the Agreement Contract for the Project.
- b. Party of the Second Part shall be {the member of the consortium}; and
- c. Party of the Third Part shall be {the member of the consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement Contract, till such time as the completion of the Project is achieved under and in accordance with the Agreement Contract.

6. Share of work in the Project

The Parties agree that the proportion of Scope of Work as per the Agreement Contract to be allocated among the members shall be as follows:

First Party:

{Second Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {consortium} Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party to prevent such Party from fulfilling its obligations under this Agreement.

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {consortium} However, in case the {consortium} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the bidder, as the case may be.

9. Miscellaneous

a. This Consortium Agreement shall be governed by laws of {India}.

b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED, SEALED AND DELIVERED

For and on behalf of

Lead member by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.....

2.....

Annexure 11: Agreement Draft Format

(As per Customer **Tender** and any of its addendums/ corrigendum's/ clarifications issued by the Tender floating authority. The agreement will be signed with selected Bidder on Back-to-Back basis and will be binding upon the parties)

Annexure 12: Price Bid Format

**(Back-to-Back as per end customer RFP/Tender referred including all its amendments/
corrigendum/ clarifications)**

Item Number	Item Title	Item Quantity	Unit of Measure	Delivery Period (In number of days)	Unit Rate	GST %	GST Amount	Total Amount including GST
1	Disaster Management Kit First Aid Kit with 36 items	3107	Kit	90				
2	Floatable and Foldable multi Stretcher Virus Resistant Adult size With all safety items	3107	Nos	90				
3	Floatable and Foldable multi Stretcher Virus Resistant Medium	3107	Nos	90				
4	Lifejacket innovative multipurpose with all safety items	3107	Nos	90				
5	Safety helmet 3 pieces in each kit	3107	Kit	90				
6	Hand safety Gloves	3107	Pair	90				
7	Gumboots 2 pairs in each kit	3107	Kit	90				
8	Safety Net 3 X 10 mtr	3107	Nos	90				
9	Rappelling Rope 30 mtr	3107	Nos	90				
12	Floatable Multipurpose Box (For Kit Storage)	3107	Nos	90				

रेलटेल
RAILTEL

Annexure 13: BoQ

(Back-to-Back as per Schedule of end customer RFP/Tender referred including all its amendments/ corrigendums/ clarifications)

EOI Inviting Authority: RailTel Corporation of India												
Name of Work: Village DM Kit												
Name of the Bidder/ Bidding Firm / Company :												
PRICE SCHEDULE												
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)												
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Rs. P	SGST	CGST	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	12	13	14	15	16	53	54	55
1	Disaster Management Kit/ First Aid Kit (with 36 items)	Item 1	3107	Kit	INR					0.000	0.000	INR Zero Only
2	Floatable & Foldable multi Stretcher - Virus Resistant (Adult size) (With all safety items)	Item 2	3107	Nos	INR					0.000	0.000	INR Zero Only
3	Floatable & Foldable multi Stretcher - Virus Resistant (Medium)	Item 3	3107	Nos	INR					0.000	0.000	INR Zero Only

4	Lifejack e t (innovati ve, multipur pose with all safety items)	Item 4	3107	No s	INR					0.000	0.000	INR Zero Only
5	Safety helmet 3 pieces in each kit	Item 5	3107	Kit	INR					0.000	0.000	INR Zero Only
6	Hand (safety) Gloves	Item 6	3107	Pai r	INR					0.000	0.000	INR Zero Only
7	Gumboo ts 2 pairs in each kit	Item 7	3107	Kit	INR					0.000	0.000	INR Zero Only
8	Safety Net (3 X 10 mtr.)	Item 8	3107	No s	INR					0.000	0.000	INR Zero Only
9	Rappellin g Rope 30 mtr.	Item 9	3107	No s	INR					0.000	0.000	INR Zero Only
10	Floatable Multipur pose Box (For Kit Storage)	Item 10	3107	No s	INR					0.000	0.000	INR Zero Only
Total in Figures										0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only										

- END OF DOCUMENT -

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Maharashtra
विभाग का नाम / Department Name	Revenue And Forest Department Maharashtra
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Relief And Rehabilitation Department Mantralaya
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	ratansingh.pardeshi@nic.in
कुल मात्रा / Total Quantity	3107
वस्तु श्रेणी / Item Category	Village DM Kit
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Village DM Kit
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tool Kit for Plastic Product - ODOP UP Gov. (Kanpur Village), Biochemistry Reagent Kit for Human Samples, Tool Kit for Jaste ke Bartan (Zinc Pot) - ODOP UP Gov. (Kanpur Village), Digital UHF Base / Mobile Radio Sets as per MHA QR (V2), Electronics & Hardware Kit, Digital Trainer Kit, Digital UHF Hand-Held Radio Sets as per MHA QR (V2), Point of Care Rapid Test Kits for Humans - Dengue, Malaria, Typhoid & Others, Resuscitation Kit, Facial Kit
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	personal safety kit reflective luminous garments
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	2000 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में नू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन /Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	4900000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	17

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Under Secretary
RELIEF AND REHABILITATION DEPARTMENT MANTRALAYA, Revenue and Forest Department Maharashtra, N/A,
(Ratansingh Mahajan Pardeshi)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
---	----

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
--	----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery

acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

To be uploaded in price bid - [1779881716.xlsx](#)

Village DM Kit (3107 set)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ratansingh Mahajan Pardeshi	400032,Mantralaya Control Room, Room No 104, Madam Cama Road, Hutatma Rajguru Chowk, MANTRALAYA ,Mumbai - 400032	3107	90

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

GOVERNMENT OF MAHARASHTRA

**DISASTER MANAGEMENT,
RELIEF & REHABILITATION DEPARTMENT
MANTRALAYA, MUMBAI**

**BID
FOR “SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT”**

22-05-2026

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Section-I Invitation to bid

1. Tender in e-tendering mode is invited by the Director, Disaster Management Unit, Government of Maharashtra, for SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT under Open tender method using <https://gem.gov.in/>
2. The eligible Bidders are required to submit their Technical and Financial bids separately through e-tendering portal as per the deadline specified in the bid. If, the technical and financial bids are combined together, such bids will be rejected.
3. The Financial Bid of only technically qualified bidders will be opened in the Office of the Director, Disaster Management Unit, Government of Maharashtra.
4. **The technical bid should cover the following aspects (Qualification Criteria):**
 - 4.1 The bidder should be a company registered under the provisions of the Indian Companies Act, 1956 or updates thereof or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or a proprietary firm. Firm registration or Shop Act Registration certificate must be attached to the bid. Joint venture or consortium bids shall not be allowed.
 - 4.2 The bid shall be secured by an Earnest Money Deposit (BID SECURITY) in Indian Rupees of Rs. 49,00,000 (Rupees Forty-nine Lakhs Only). BID SECURITY shall be in the form specified by <https://gem.gov.in> and uploaded online through <https://gem.gov.in> Portal. The bid received will be evaluated only on confirmation of receipt of original bid security/EMD. In the case of M.S.M.E bidder. The MSME Registration Certificate must be attached to the bid. MSE bidders will be exempted, the bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Services. Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Following table is added for the clarity of bidders.

Category of Bidder	EMD Exemption (Yes/No)
MSE bidder manufacturing all the specified items of the Village DM Kit and supplying as OEM	Yes
MSE bidder supplying Village DM Kit as trader / reseller / MAF holder	No
Non MSME bidder or MSME service provider	No

- 4.3 **Bidder / OEM / OEM through its dealer shall** be in the business of manufacturing or supply of Search & Rescue Equipment as for at least last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26.
- 4.4 Bidder must clarify for all 10 items of Village DM kit that for which items it's a manufacturer of the product offered, or a dealer authorised by the OEM.

- 4.5 **Bidder / OEM / OEM through its dealer should** have manufactured and supplied **or** supplied Search and Rescue Equipment to any State / Central Government organisation, valued at least INR 20 Crores during last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26.

Work order + Completion certificates from the client; **OR** Sanction order issued through GeM + Consignee receipt and acceptance certificate (CRAC)/ Completion certificates issued by client or GeM **OR** Work Order + Phase Completion Certificate from the client shall be submitted with the bid.

- 4.6 The bidder must have the PAN Card and latest GST Registration Certificate. A copy of the registration must be attached to the bid.
- 4.7 The bidder shall have Positive Net Worth during last 3 financial years Viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26. The Certificate of Positive net worth must be certified by the Chartered Accountant, and the copy of the net worth certificate must be attached to the bid.
- 4.8 The bidder must have at least an average annual turnover of INR 20 Crores during the last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26. Documentary evidence such as Chartered Accountant (CA) certificate showing that the bidder has an average annual turnover of at least INR 20 Crores during the last 3 years viz. FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26. Bidder shall also submit audited balance sheets of FY 2022-23, 2023-24 and 2024-25 or FY 2023-24, 2024-25 and 2025-26
- 4.9 The bidder or its OEM shall be certified ISO 9001:2015 company/firm and a valid copy of the certificate shall be submitted towards its proof along with bid.
- 4.10 The bidder shall submit an undertaking as per attached format towards Confirmations for compliance to the specifications.
- 4.11 The bidder shall not be blacklisted by any Government/ Semi Government organization in India. Bidder shall submit an undertaking on stamp paper duly notarized in their technical bid.
- 4.12 Bidder shall submit original affidavit of correctness of information (duly notarized) furnished with bid document.
- 4.13 All tender documents shall be signed by authorized power of attorney (PoA) holder of the bidder and must have a bidder seal and must be ink signed. A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder shall be submitted with the bid.
- 4.14 Service & Support Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in Maharashtra. If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre. Bidder to submit a declaration for Service & Support Availability of Service Centres.
- 4.15 Service & Support Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

Bidder to submit a declaration for Service & Support Dedicated /toll Free Telephone No. for Service Support.

4.16 Service & Support Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

5. Specifications verifications: After the preliminary evaluation of the technical documents. DM R&R will inform the bidder with a written communication to demonstrate quoted products specifications against the specification mentioned in this bid document. The demonstrated products will be returned after the inspection. The DM R&R department reserves the right to summarily reject the bid of the bidder who fails to attend the specifications review as per the date and time as intimated by the DM R&R. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

6. The Financial bid should cover the following aspects:

- I. The financial bid of technically qualified bidders will be opened at prescribed date and time on the e-tendering Portal in the presence of bidders who wish to attend in the office of Director, Disaster Management Unit, 1st floor, Main Building, Mantralaya, Mumbai 32.
- II. The validity of the quoted rates shall be applicable for the period of 180 days.
- III. The rates quoted shall be inclusive of all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

7. The bidder shall carry out the said work fully as per specifications, and instructions of the Director, Disaster Management Unit, Relief & Rehabilitation department.

8. Director, Disaster Management Unit, Relief & Rehabilitation department (referred to as Director, DMU in these documents) invites bid for SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT as per this tender specification along with 1 Year warranty.

9. This invitation for bids is open to only National bidders as per the GoI notification subject to fulfilment of this tender's qualification criteria. Bidder shall have the nationality of India. Bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of India, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

10. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments scan & uploaded in proof of the qualification requirements; and/or

- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, blacklisting by Govt./Semi Govt. organization or financial failures etc.
- 11. The bidder will be selected for award of contract provided the bidder is the technically qualified, lowest, evaluated responsive & fulfils the qualification criteria mentioned above. Evaluation will be on total kit cost.
- 12. Interested eligible bidders may obtain further information from the office of the Director, Disaster Management Unit, 1st floor, Main Building, Mantralaya, Mumbai 400032. Phone - 022-22026712, email: director.dm@maharashtra.gov.in and inspect the bidding documents during office hours.

Director
Disaster Management Unit
Government of Maharashtra

Section II - Bid Schedule

GOVERNMENT OF MAHARASHTRA DISASTER MANAGEMENT DEPARTMENT, MANTRALAYA, MUMBAI

BID SCHEDULE

NAME OF WORK: SUPPLY OF "SUPPLY OF VILLAGE DISASTER
MANAGEMENT KIT"

PLACE OF OPENING OF TECHNICAL BIDS: office of the Director, Disaster
Management Unit 1st floor, Main Building, Mantralaya, Mumbai - 400032. Phone -
022-22026712 email: director.dm@maharashtra.gov.in

OFFICER INVITING BIDS: Director, Disaster Management

PLACE OF SUBMISSION: Through e-tendering Portal only on the website
<https://gem.gov.in/>

Director
Disaster Management Unit Government of
Maharashtra

Section III -General Information

1. Tenders are invited by the Director, Disaster Management Unit, Government of Maharashtra.
2. Bidding is open to National bidders only invariably having experience in manufacturing or supplying "Search & Rescue Equipment". The bid document can be downloaded from <https://gem.gov.in>
3. The bidders are required to submit their technical and financial bids through e-tendering portal only before the stipulated date, time specified in the bid.
4. The Disaster Management Unit, Government of Maharashtra, Mumbai reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
5. In the event of the specified date of bid opening being declared a holiday for the Disaster Management Unit, Government of Maharashtra, the bids will be opened at the appointed time and location on the next working day.
6. The contact Address for communication is as below: Director, Disaster Management Unit, Government of Maharashtra, first floor, Control Room, Mantralaya (Main), Mumbai 32.

Director
Disaster Management Unit
Government of Maharashtra

Section IV Instructions to Bidders

A. Introduction

1. Definitions:

In this document following terms shall be interpreted as Indicated:

- 1.1 "The Contract" means the agreement that will be entered in to between the Director, DMU and the Contractor as recorded in the Contract between both the parties to contract.
- 1.2 "The Contract Price" means the price payable in Indian currency to the Contractor under the Contract.
- 1.3 "The Goods" means all of the equipment's, machinery and/or other materials either dismantled or mantled, which the Contractor is required to fabricate/manufacture and supply for rescue operations as per tender by DM R&R Department in the State of Maharashtra under the Contract.
- 1.4 "The Personnel" means all of the persons/staff mentioned in the technical requirement (as applicable).
- 1.5 "The Services" means those services required to be provided under the Contract.
- 1.6 "The Central Government" means the Govt. of India.
- 1.7 "The Government or State Government" means the Govt. of Maharashtra
- 1.8 "The Contractor" means the firm or individual who has entered into contract with the Director, DMU Mumbai
- 1.9 "The Director" means The Director, DMU, Mumbai
- 1.10 "DMU" means Disaster Management Unit, Relief & Rehabilitation Department, Government of Maharashtra, Mumbai.

2. Eligible Bidders:

This invitation for bid is open to authorised suppliers/manufacturers of "Search & Rescue Equipment".

3. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of his/her bid, and the DMU, will in no case be responsible or liable for those costs.

4. Amendment of Bidding Document:

- 4.1 At any time prior to the deadline for submission of bids, the Director DMU may amend the Bidding Documents by issuing addenda/ corrigendum. The addendum/ corrigendum will appear on the e-tendering portal under "Latest Corrigendum".
- 4.2 Amendment in bid document will be placed on the e-tendering website which will be binding on them.

- 4.3 In order to allow reasonable time in which to take the amendment into account by the prospective Bidders in preparing their bids, DMU, at its discretion, may extend the deadline for the submission of bids.

B. Preparation of Bids:

5. Language of Bid:

The bid as well as all supporting literature, testimonials, correspondence and documents relating to the bid shall be in English. The bid, supporting literature, testimonials, correspondence and documents in any other language must be accompanied by an accurate translation in English, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

6. Documents Constituting the Bid:

The bid shall comprise of two components viz. Technical Bid and Financial Bid:

Technical Bid:

- (a)** Technical proposal in the prescribe format.
- (b)** Supporting documents.

Financial Bid:

As per e-tendering portal.

7. Bid Prices:

The Bidder shall indicate on the appropriate price schedule, the unit charges (wherever applicable) and total bid price and the unit prices of the consumable goods it proposes to supply under the contract. The bid prices shall be inclusive of all taxes, duties etc. levied outside India and the price for inland transportation, insurance and other local costs associated with delivery of the equipment, personnel & goods to their final destination and shall also include all taxes/duties/levies/charges levied in India. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in this contract.

8. Taxes & Duties:

All taxes, duties and / or any other charges levied in India by either Central / State Government, such as but not limited to, customs duties, entry tax, GST etc., shall be paid by the successful bidder and it shall be included in the unit price.

9. Prices: Bid Currencies: Prices shall be quoted in Indian Rupees only.

10. Earnest Money Deposit (BID SECURITY):

10.1 The Bidder shall furnish requisite amount of BID SECURITY in the form prescribed by e-tendering portal.

10.2 Any Bid not secured by BID SECURITY as specified above will be rejected as non-qualified and will be returned to the bidder.

10.3 Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified, and their bid security be returned without interest within 30 (thirty) days of notice of award of contract

10.4 BID SECURITY of the successful bidder will be discharged after the bidder has signed the agreement and on production of performance security in bank guarantee form for an 3% of the contract amount.

11. Period of validity of Bids:

- (a) Bids shall remain valid for the period of 180 days from the last date of submission of the bid. A bid valid for a shorter period will be rejected as non-responsive.
- (b) In exceptional circumstances, the Director, DMU, Mumbai, may solicit the Bidder's consent to an extension of the period of validity of bids. The request and responses thereto shall be made in writing. A Bidder may choose to refuse the request without forfeiting his/her BID SECURITY.

12. Format for Signing of Bid:

- (a) The bidders shall offer the technical bid and financial bid through E-tendering portal only. The hard copies of these bids shall be made available to DMU when demanded. Technical & Financial bids shall be signed by the Bidder persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, if any, shall be initialled by the person or persons signing the bid along with company's seal.
- (b) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid signs them as mark of attestation.

C. Submission of Bids:

14. Deadline for Submission of Bids:

Bids will be received by the Director, DMU, Mumbai, through E-tendering portal only before the submission date and time published. The bidder shall ensure submission of bids well within the stipulated time. DMU is not responsible for any problems in server / difficulty experienced while submission of bids on -tendering portal.

15. Modifications and Withdrawal of Bids:

No modifications and withdrawal of Bids will be entertained. If the bidder withdraws the offer within the bid validity period, the BID SECURITY furnished shall be forfeited by the Government of Maharashtra.

D. Opening and Evaluation of Bids:

16. Opening of Technical Bids:

- (a) The DM R&R, will open all the Technical Bids in the presence of Bidder's representative who choose to attend the online bid opening, at the time, on the date and at the place specified in Section I. The Bidder's representative who is present shall sign a register evidencing their attendance.
- (b) The Bidder's names, and the presence or absence of submission of the hard copy of requisite BID SECURITY, and other details as considered appropriate, will be announced at the opening.
- (c) Bids that are not opened and read out at bid opening shall not be considered further for evaluation.

17. Preliminary Examination of technical bid:

17.1 The bids not accompanied by confirmed BID SECURITY will be rejected.

17.2 Prior to the detailed evaluation of the technical bid, the substantial responsiveness of each technical bid to the bidding documents will be determined. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objection or reservations to critical provisions, such as those concerning technical conformity, Applicable Law, Taxes and Duties & Force Majeure. The determination of a Technical Bid's qualification is to be based on the contents of the technical bid itself without recourse to extrinsic evidence.

18. Clarification of Technical Bids:

During evaluation of the bids the Director, DMU, Mumbai, may, at his discretion, ask the Bidder for a clarification of his/her bid, if required. The request for clarification and the response shall be in writing.

19. Evaluation and Qualification of Technical Bids:

In addition, to technical specifications and specified qualification criteria, the committee constituted by DM R&R shall evaluate the Technical Bids and make suitable recommendations.

20. Opening of Financial Bids:

- (a) DM R&R will open the Financial Bids of only those Bidders whose Technical bid has been qualified, in the presence of Bidders representative who choose to attend the bid opening, at the time, on the date and at the place specified. The Bidder's representative who is present shall sign a register evidencing their attendance.
- (b) The Bidder's names, bid form, price schedules, variable costs, and such other details as considered appropriate, will be announced at the opening.

21. Preliminary Examination of financial Bids:

- (a) DM R&R will examine the bids to determine whether they are complete, free from computational errors etc.

- (b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price, the unit price shall prevail and the total price shall be corrected accordingly.
- (c) DM R&R may waive any minor infirmity in the financial bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22. Comparison and Evaluation of Financial Bids:

DM R&R will open and compare the Financial Bids, which have been determined to be technically qualified. The committee constituted by DM R&R shall evaluate the Financial Bids based on prices as quoted on e-tendering and make suitable recommendations.

E. Award of Contract:

23. Award Criteria:

The appropriate competent authority will award the contract to the bidder whose bid has been evaluated to be suitable and accepted by competent authority.

24. Notification of Award:

Prior to the expiration of the period of bid validity, including the extended period of bid validity, if any, the Director, DMU, Mumbai, will notify the successful Bidder in writing by registered letter or by electronic mail, about the acceptance of the bid.

25. Submission of Performance Security:

The contractor shall furnish Banker's Guarantee's in lieu of Performance Security i.e., Banker's guarantee equal to 3% of contract sum as performance security for due fulfilment of contract and certification of the final bill, which will remain with the department until its validity. Performance guarantee must be valid for 60 days beyond the warranty period.

26. Contract:

After the Director, DMU notifies the successful Bidder that his/her bid has been accepted through GeM, the bidder/bidder's authorized representative (with power of attorney to sign) shall attend the office of the Director, DMU, Mumbai to submit the GeM generated signed copy of the contract documents within 30 days of such notification of award. Selected Bidder shall be responsible to pay and submit the stamp duty payment papers in accordance with the Maharashtra Stamp Act (BOM. ACT LX of 1958)

F. Corrupt or Fraudulent Practices

- 27.** The DMU requires that the successful Bidder under this contract observe the highest standard of ethics during this process. In pursuance of this policy, DMU Defines for the purposes of this provision, the terms set forth below as follows:

- (a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a Members of Tender scrutiny/sub-Committee / Tender inviting authority in the contract process.
- (b) **“Fraudulent practice”** means Misrepresentation of facts to DMU, Government or any legal entity in India, in order to influence the award or execution of a contract, detriment to the interests of the State Government.

Collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

- 28.** The competent authority will reject the proposal for award if it determines that the Bidder recommended for award has/had engaged in corrupt or fraudulent practices in competing for the contract in question.
- 29.** The competent authority will declare a firm ineligible for award of the contract, either indefinitely or for a notified period of time, if it at any time determines that the firm had engaged in fraudulent practices in competing for, or in executing, a contract in the State of Maharashtra.
- 30.** Delivery: Entire quantity of equipment is to be delivered within 90 Days from supply order date. Total of 12 months warranty period shall start from the date of successful delivery and handover of the equipment across Maharashtra. The list of the location shall be shared to successful bidder with the work order. The bidder shall quote their rates considering the same.
- 31.** Delivery and Acceptance: The acceptance and the evaluation of the goods supplied shall be done by the respective competent authority of the DM R&R/ARMY/NDRF or any person designated by him/her at the delivery locations. Delivery of the items will be at different locations across in the state of Maharashtra.
- 32.** The selected supplier shall provide demonstration of supplied equipment and deliver training at all the delivery locations across Maharashtra.
- 33.** Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the Village Disaster Management Kit, kits will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch

inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated.

- 34.** Dispute resolution: Any dispute arising under this contract shall first be attempted to be resolved amicably between the parties. If such a dispute cannot be resolved within 30 days of one party notifying the other, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of the arbitration shall be Mumbai, India, and the proceedings shall be conducted in English

Section-V Scope of Work

VILLAGE DISASTER MANAGEMENT KIT

Introduction:

The Department of Disaster Management, Relief and Rehabilitation intends to provide Village Disaster Management Kit. For this purpose, the Department of Disaster Management, Relief and Rehabilitation intends select supplier.

1. Objective & Technical Specifications

The selected agency will work under the overall supervision of authorized representatives of DM R &R. The Objective is to provide SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT for the response to Disasters in Maharashtra.

Following are the minimum required specifications of Supply of Village Disaster Management Kit:

S.No.	Item	Technical specification
1	Disaster Management Kit/ First Aid Kit (with 36 items)	Floating Light weight Rescue Kit Bag (14*10*12), Rescue Rope 8 mm with snap hook, Velcro (Hook & Loop) Strip, Plastic splint, Jointing Splint, (with bar & reflector) S mm Multipurpose reversible blade, Neck belt / Cervical collars all sizes 3.5" Roller Bandage, Gauge piece 2*2 & 4*4 Bulky dressing Pupil torch CPR mask Bag valve mask all sizes Disposable Sterile Hand Gloves, Potassium Permanganate, Sterile Surgical Blade, Activated Carbon Mask, Plastic self- locking bag, Rescue Search Lamp, Activated Charcoal powder bottle, Multipurpose Triangular Bandage, Antiseptic liquid, Cotton Surgical gloves Mask Eye protector/goggles
2		Size in inches: - 83 x 38* (When 29900/- to Open)

S.No.	Item	Technical specification
	Floatable & Foldable multi-Stretcher - Virus Resistant (Adult size) (With all safety items)	Weight in Kg.: - up to 5kg Max. load capacity- carrying capacity (in kg):- 180 kg to 200 kg Material: Nylon 66 -250 GSM 300 GSM ATY Cordura fabric, Antifungal UV resistant, Water resistant, anti-fraying, breathable fabric! Washable or Polyester, Fabric /Coated textile Fabrics - 250 GSM / 300 GSM, PU Coated - No Solvents added - Hazards free, Anti Fray Treated, Water Repellant, Breathable, Washable Floating Material: - High density Close shell (layered) 45 mm Handle: - 8 No. Material of the handle: -1.5 inch, fully covered in Nylon stip. Zip: - 10 number in L shape Zip for holding the victim. Binding Belt (Adjustable) - Adjustable fully binding Belt with male female connector attached. (for binding the victim). Color - Military Green /Green/florescent orange a) Radium strips for reflection. b), 10mtr. rescue rope 8 mm. with hook attached in cover bag 30*60 inches to draw or to pull victim breaking strength / capacity 500 Kg. c) Precautional Equipment set of hand gloves- 4 nos, whistle, Neck belt, sanitizer (100 ml) Carbon mask- 4 nos, leak proof luggage bag attached in cover bag. d) Conduit pipe/ Breathing Pipe- to identify the victims alive or not through whistle of conduit pipe. e) Shelf life 5 years. Waterproof covering bag for victim belongings.
3	Floatable & Foldable multi-Stretcher - Virus Resistant (Medium)	Size in inches: - 78" x 38" (When open) Weight in Kg. - up to 5 Kg Load carrying capacity (in Kg.) 150Kgs Floating capacity (in Kg.) – 150 kgs Stretcher Material- Nylon. 66 250 GSM / 300 GSM ATY Cordura fabric, Antifungal UV resistant, water resistant, anti fraying, breathable fabric/ Washable Polyester Fabric I Coated textile Fabrics 250 GSM/300 GSM, PU Coated – No Solvents added - Hazards free, Anti Fray Treated, Water Repellant, Breathable, Washable etc. Floating Material- Close shell EPE (size 45 mm Layered) (shock proof & floatable) Handle- 08 No Material of the Handle- 1.5 inch Fully covered in Nylon / Polyethylene Strip Color: - Green / Orange fluorescent Binding Belt (Adjustable) -Adjustable fully binding Belt male-female connector attached
4	Lifejacket (innovative, multipurpose with all safety items)	Weight – up to 02 kgs Floating capacity in Kg: - up to 100- 125 Kg. Material of Life Jacket: - Nylon 66-250 GSM/ 300 GSM ATY Cordura fabric, Antifungal UV resistant, water resistant, anti-fraying, breathable fabric/ Washable /** Polyester Fabric Coated Textile Fabrics - 250 GSM / 300 GSM, PU Coated- No Solvents added - Hazards free,

S.No.	Item	Technical specification
		Anti Fray Treated, Water Repellant, Breathable, Washable Extra Floating Material: - Close shell EPE (layered) (shock proof & floatable) Color: - Orange fluorescent EPE- Width: -45 and 15 mm. Adjustable Belt-2 Nos 1: - inch Fully Nylon strip along with 3 male-female connectors. Binding Belt: - Adjustable fully binding Belt male female connector attached. (Helmet: - shock proof, floatable & reflective) if applicable
5	Safety helmet 3 pieces	a) ISI MARKED: IS: 2925 OF 1984 b) SHELL MATERIAL: High Density Polyethylene (HDPE) c) Adjustable And Detachable Head Band With NAPE d) STRAP MATERIAL: Low Density Polyethylene (LDPE) e) ADJUSTABLE CHIN STRAP: Nylon Chinstrap and Ratchet type head band f) SLOT FIX DESIGN: Provision for easy clip on accessories like face shields and earmuffs COLOUR: Yellow
6	Hand (safety) Gloves	a) Material: - Made of fine leather, flexible b) Application: - Capable of working with handheld machine c) Size: - Medium, Large and Extra Large
7	Gumboots 2 sets	1. PU model safety sole 2. Steel toe covered with black leather finishing 3. High ankle protection 4. Antiskid
8	Safety Net (3 X 10 mtr.)	Description: 2-layer HDPE safety nets Material: Polypropylene (PP) Size: 3 X 10 meter Colour: Green/ Yellow Layer: First layer – 4mm thickness knotted PP yellow colour with 120 X 120 mm mesh size with breakend strength of 305 kgs Second layer: 1 mm thickness knotted PP blue fish net rope in 15 X 15 mm mesh size with breakend strength of 25 kgs Border: 12 mm PP rope breakend strength 2,210 kgs Fabrication: Knotted in square – hand made Tie cord: Net shall be attached with 2.5 mm thickness stitching and four corners shall be stitched with 1.5 mtr tie cord Remarks: 1. Shall be in accordance to IS 11057: 1984 and amended from time to time. 2. +/- 5% variation may be permissible for all the units specified.

S.No.	Item	Technical specification
		3. The rope used shall be in accordance to IS 5175 and shall comply with Central Institute of Petrochemicals Engineering & Technology (CIPET) standards.
9	Rappelling Rope 30 mtr.	SCOPE: - The specification covers the requirement of climbing rope nylon glacier region. The rope is intended to be used as an aid in climbing difficult cliffs/slopes in glacier regions. Related specification & availability: the following will be related specifications: a) IS 678 Method for determination of color fastness of textile materials to washing test no 1 b) IS _2454 Method for determination of colorfastness of textile materials to artificial light. c) IS- 6590 Braided nylon rope for mountaineering purposes. d) IS -397-Kraft paper e) IS 1912 Country jute twine f) IS -3751 – Heavy cloth g) IS -2508- Low density polyethylene film h) Indian standard specification are obtainable on payment from the secretary (ADM) BIS Manak Bhawan 9 Bahadur Shah Zafarmarg N/DLI or from their regional office.
10	Floatable Multipurpose Box (For Kit Storage)	Material: Soft Polypropylene (PP) OF 1000 GSM 5 mm thickness Carrying capacity: Should be able carry minimum 50 kg Density: 0.93g/ cm³ Dimension: Shall not be less than 44-inch X 27 inch X 25 inch Welding type: Ultrasonic welding Remarks: 1 % (+/-) variation may be permissible for all the units specified.

With regards to specifications bidder shall note following:

1. Every product should qualify CIPET (Central Institute of Plastics and Technology) Govt.
2. For non-plastic products certificate of National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory shall be submitted. (Modified as per the corrigendum issued in previous procurement process) **Reporting:** The selected bidder will report the work progress to the DM R&R authorized officials on biweekly basis.

Section-VI Terms & Conditions

1. Services to be rendered.

- 1.1 Supply of Village Disaster Management Kit as per technical specifications mentioned in the Tender document.
- 1.2 Products must be supplied along with minimum 1 Year Warranty starting from the supply, commissioning, training and demonstration date whichever is later

2. Non-disclosure of confidential information:

The information, property and materials produced, created or supplied under the contract, including preliminary technical reports and studies, shall not be disclosed to any third party without the prior consent of Director, DMU.

3. Record copies:

The Contractor shall retain a record, or copies of all materials developed in the course of performing the work under this contract such as SOPs or Operational Manuals and copies of such materials will be supplied to the Director, DMU. after expiration or termination of the contract. Such record shall not be used by the contractor for any purpose without prior permission from the Government of Maharashtra.

4. Payment:

Payments shall be made in Indian currency only. The method and conditions of payment to be made to the Supplier Under Contract are specified hereunder.

4.1 Part billing is allowed however maximum 10 number of Invoices can be submitted by the selected bidder.

Payment for the Village Disaster Management Kit

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Village Disaster Management Kit delivered and services performed, and by shipping documents, submitted, and upon fulfilment of other obligations stipulated in the contract.

4.2 Terms of the Payment for supply of "Supply of Village Disaster Management Kit":

- 4.2.1 95 % of the cost of the SUPPLY OF VILLAGE DISASTER MANAGEMENT KIT on delivery to the consignees along with submission of following documents:

- Tax Invoice
- Performance security 3% of supply cost
- Inspection Reports
- Delivery Challans

Partial payment for supply of Village Disaster Management Kit will be released against delivery of each lot however maximum 10 invoices can be raised in this stage.

4.2.2 5 % of the cost of the Supply of Village Disaster Management Kit after the completion of supply, delivery of training and submission of training report along with submission of following documents:

- Tax invoice
- Delivery of Training on usage of Village Disaster Management Kit and submission of training report.

5. Prices quoted shall be firm and not subject to adjustments during performance of the contract. The currency of the payment shall be in Indian Rupees only.

6. Delay in supply of products:

- (a) The Contractor shall supply the products as per the specifications and as per the contract specified locations (The list of locations will be shared to successful bidder along with work order). The Contractor shall commence the work immediately after issuance of contract agreement through e-tendering portal.
- (b) Delivery of the goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its schedule of Requirements and specifications.
- (c) An unexpected delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following actions, forfeiture of its performance security/ Penalties or termination of the Contract for default.
- (d) If at any time during performance of the Contract, the Supplier or its subcontractor (s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay its likely duration and its cause (s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be Ratified by the parties by amendment of the contract.

6. Penalty:

If the Seller fails to deliver the Goods or perform the Services, or any part thereof, within the Delivery Period (including any extension thereof), the Purchaser shall be entitled to recover from the Seller, as liquidated damages and not as a penalty, a sum calculated at 0.5% of the delayed portion of the Contract Price for each week or part thereof that the delivery or performance is delayed. The total amount of liquidated damages under this clause shall not exceed 5% of the total Contract Price.

7. Survival:

Termination of this Contract for breach shall be governed by the terms of the contract.

8. Force Majeure:

- (a) Notwithstanding the provisions of this contract, the Contractor shall not be liable for forfeiture of its security deposit, liquidated damages, or termination for default if and to the extent, that its delay in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
- (b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DMU in his sovereign capacity, wars or revolutions, cyber piracy or hacking, terrorism, fires, floods, epidemics, earthquakes, other natural calamities, quarantine restrictions and freight embargoes.
- (c) If a Force Majeure situation arises, the Contractor shall promptly notify the DMU in writing of such condition and the cause thereof. Unless otherwise directed by the competent authority/Director, DMU, in writing the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. Extension of contract / delivery period:

The competent Authority/Director, DMU or a contractor by written communication shall request the extension of contract period. The contractor or DMU shall have right to either accept or decline the request for extension of contract period.

10. Validity of rates quoted by bidder:

The rates quoted by the L1 bidder shall be valid for 1 year from the date of issue of work / supply / sanction order. It is mandatory for the bidder to supply additional quantity of Village Disaster Management Kit up to 25% of tendered quantity at the same rate, terms, conditions of this tender if DM R&R desires to buy the same the decision will be taken by competent authority. This is an option purely with DM R&R and does not create any liability directly or indirectly to place any orders.

11. Applicable Law:

Interpretation of the entire tender process and the subsequent contract will be in accordance with the Indian laws and all legal actions shall be within the jurisdiction of **High Court of Bombay**.

12. Notices:

Any notice given by one party to the other pursuant to this Contract shall be in writing and may be sent to the other party by personal service or by electronic mail or by speed post or by internationally recognized courier service and confirmed in writing to the other party's address. The address of DMU is same as in Section II, General Information. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13. Assumption of Risk and Indemnification:

- (a) Each party should agree to indemnify and hold the other, including its officers, directors, agents and employees, harmless from and against all loss, cost, expense and liability (including legal expenses) arising out of any claim or cause of action for loss of damage to person or property, and injury or death of third parties, caused by, resulting from, growing out of or incidental to the services provided or to be provided by each party under the Contract and all weather modification operations contemplated by the Contract. Each party should acknowledge that the indemnity obligation to each other does not include damage to or loss of their respective property or injury or death to each party's respective employees,
 - (b) Contractor shall be responsible for the safety of the Government officers/staff during delivery and shall be liable for payment of compensation for any eventuality / untoward incidents.
- 14.** The bidder shall quote their rates for entire quantity as per this Tender. Partial quantity or any conditional offers will be rejected outrightly.
- 15.** All the documents uploaded by bidder will be scrutinized by DMU and if any discrepancies are found in it, it will be intimated to the bidder in writing and bidder shall submit relevant documents within seven days. If bidder fails to submit the documents in specified time his bid will be treated as non-responsive, and his commercial bid will not be opened. In addition to this BID SECURITY will be forfeited.
- 16.** No deviation in the technical specifications in this tender shall be allowed. Whenever the Brand names mentioned in the specification, please read the brand name along with "or equivalent" word

Section- VII Technical Bid Formats

All bidders shall invariably submit the information prescribed below along with technical bid document

- a. Name of the company/ firm, relevant ISO certification and incorporation certificate.**
- b. Registered address of the company/firm including e-mail address, Telephone, Fax etc.**
- c. Details of Past experience in supplying the bid product during the last three years shall be furnished.**
- d. Minimum Average Annual Turnover of the Company as per the qualification criteria.**
- e. CA certificate for turnover and net-worth and the Audited annual financial statements for the last 3 years shall be invariably enclosed in the Technical Bid.**
- f. Any other document in support of the prescribed qualification criteria**

Annexure-1 Letter of Bid (Technical Part)

(On the letter head having self-declaration for bid validity and terms of the tender.)

(To be submitted as part of technical bid, along with supporting documents, if any)

(Strike out alternative phrases not relevant to you) Bidder's

Name _____ [Address

and Contact Details]

Bidder's Reference No. _____

To

Director DMU

Department of Relief and Rehabilitation

Government of Maharashtra

1st Floor Mantralaya, Mumbai,

Maharashtra, India

Email: director.dm@maharashtra.gov.in

Date.....

Ref: Your Tender Document No.

Tender Title:

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Our Credentials:

(a) We are submitting this bid: -

- ☐ on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

- ☐ as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization).

Or

- ☐ as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are

submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

- (b) We..... hereby certify that " We/ " our Principals/ OEM M/
s.....are proven, established, and reputed manufacturers with factories.
at.....which are fitted with modern equipment and where the production
methods, quality control, and testing of all materials and parts manufactured or used by us
shall be open to inspection by the representative of the Procuring Entity.

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents 'Qualification Criteria - Compliance.

3) Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Technical Specifications and Quality Assurance - Compliance.'

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery and delivery schedule confirmed by us; and
 - (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
 - (c) based on the terms and mode of payment as stipulated in the Tender Document.
We have understood that if we quote any deviation to terms and mode of payment,
our bid is liable to be rejected as nonresponsive, and
- c) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
- I. those prices; or
 - II. the intention to submit an offer; or
 - III. the methods or factors used to calculate the prices offered.
- d) The prices in this offer have neither been nor shall they be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and

submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us.

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period up to 180 Days, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self- certified copies of all such certificates, documents, affidavits/ undertakings.

9) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA)/ Work Order, shall constitute a binding contract between us.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of [name &
address of Bidder and seal of company]

Annexure 2 Undertaking cum Indemnity Bond

(On stamp paper of Rs. 100/- duly notarized)

We, (1) Mr. _____, (2) _____ Mr. _____ and (3) Mr. _____ aged (1) _____ Yrs. (2) _____ Yrs. , and (3) _____ Yrs. respectively; Proprietor / Partners / Directors / Power of Attorney holder of the firm _____ having its office at _____

hereby given an UNDERTAKING CUM INDEMNITY BOND as under :

AND WHEREAS the DMU had published the tender notice for supply of VILLAGE DISASTER MANAGEMENT KIT.

AND WHEREAS I/We want to participate in the said Tender procedure, I/We hereby give an undertaking cum Indemnity Bond as herein after appearing: -

I/ We hereby agree and undertake that my/our Firm is not under any penal action such as Demolition, Suspension, Blacklisting, Deregistration, etc. by any Government, Semi Government and Government Undertaking etc.

I/We hereby further undertake to communicate if my/our Firm comes under any penal action such as Demolition, Suspension, Blacklisting, De-registration, etc. by any Government, Semi Government and Government Undertaking etc.

I/We hereby further agree and undertake that at any stage of tendering procedure, if the said information is found incorrect, it should be lawful for the DMU to forthwith debar me /us from the tendering procedure and initiate appropriate penal action.

The undertaking cum Indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and / or successor and assigns.

Place: _____ Proprietor / Partners / Directors / POA (Seal of Firm / Co.)

BEFORE ME

Annexure-3 OEM Authorisation Certificate

(To be uploaded in Technical Bid)

The bidder shall submit the valid Manufacturers Authorisation (MFA) / Original Equipment Manufacturer (OEM) authorisation from OEM for all the products required by DM R&R i.e. for all items specified in the BoQ.

Annexure-4 Bidders Information Sheet

Date: _____

Invitation for

Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. Bidder's Year of Registration:
3. Bidder's Legal Address in Country of Registration:
4. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
5. Attached are copies of original documents of:
6. Articles of Incorporation or Registration of firm named in 1, above.

Please note that a written authorization needs to be attached to this sheet

Annexure-5 Financial Situation -Historical Financial Performance

Bidder's Legal Name: _____

Date: _____

Page _____ of _____ pages

Financial information in Rs.	Historic information for previous _____ (____) years (in Rs. million)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Shareholder's Funds (Net Worth) = (Paid up equity + Reserves) (revaluation reserves + Miscellaneous expenditure not written off)							
Depreciation							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							
Cash Flow Information							

Cash Flow from Operating Activities							
Net cash accruals= Profit after Tax + depreciation							
This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Annexure-6 Experience Details

Bidder's Legal Name: _____ Date: _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Amount of Contract Actual Completion Value Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Amount of Contract Actual Completion Value Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Amount of Contract Actual Completion Value Address:	_____

Annexure-7 Compliance sheet for pre-qualification criteria
(Self-Declaration on Letter Head)

Compliance sheet for pre-qualification criteria

Qualification Criteria	Document required	Provided (Yes/No)	Reference & Page number

Annexure-8 Confirmations for compliance to the specifications

(Self-Declaration on Letter Head)

Specifications as per the tender	Proposed specification of the product	Proposed Brand (name & model)	Whether OEM Certificate attached (Yes/No/Not Applicable)	Remarks if any

Annexure-9 Brief Description of the quoted products

Bidders are requested to attach brochures of the products, relevant test reports as specified in the specifications sheet.

Annexure-10 Declaration for Correctness of Bid

<<On Stamp paper worth Rs. 100 duly notarised>>

Letter no.

Date:.....

To,
Director
DMU,
Department of Relief and Rehabilitation,
1st Floor, Mantralaya, Mumbai, Maharashtra, India

Subject: <<*Tender details*>>

Dear Sir,

We, <<Bidder Firm name>>, hereby submit our proposal in response to notice inviting tender <<Tender details>> and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. DMU Maharashtra may contact the following person for further information regarding this tender.

<<*Point of Contact details including Name, Designation, Mobile No and Address*>>

Yours faithfully,
For {*Bidder firm name*}
(Authorized Signatory)

Appendix-11 Declaration for non-blacklisting

<<On Stamp paper worth Rs. 100 duly notarised>>

Letter no.

Date:.....

To,
Director
DMU,
Department of Relief and Rehabilitation,
1st Floor, Mantralaya, Mumbai, Maharashtra, India

Dear Sir,

We hereby declare that to the best of our knowledge and belief that *{Bidder firm name}* registered under the *{Act details}* and having its principal office at *{Bidder Firm address with Pin Code}* has not been debarred/ blacklisted by any Government / Semi Government/ Quasi Government organizations in India for non-satisfactory past performance, or corrupt, fraudulent, unethical business practices.

Yours faithfully,
For *{Bidder firm name}*

(Authorized Signatory)

This declaration is issued solely for the purpose of evaluation of the proposal submitted in response to {Insert details} for {Insert details} issued by {Insert details} vide {Insert details} dated {Insert details} and shall not be used for any other purpose and in any manner whatsoever.

Appendix-12 Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No. Tender No. DMU-2025/CR- /DMU-1; Tender Title:
Supply of Search and rescue equipment for the ARMY

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of
_____ 202__ at _____, India.

BETWEEN

Procuring Organisation, -----through Head of the Procuring
Organisation, for and on behalf of President of India (hereinafter called the "The Principal",
which expression shall mean and include unless the context otherwise requires, his
successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Supplier"
which expression shall mean and include, unless the context otherwise requires, his
successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for
_____, 'The Principal' values full compliance with all relevant laws of the
land, rules, regulations, economic use of resources and of fairness/ transparency in its
relations with its Bidder(s) and/ or Supplier.

In order to achieve these goals, the Principal shall appoint Independent External Monitors
(IEMs) who shall monitor the tender process and the execution of the contract for compliance
with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

- 1) 'The Principal' commits itself to take all measures necessary to prevent corruption
and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, shall in
connection with the tender for, or the execution of a contract, demand, take a
promise for or accept, for self or third person, any material or immaterial benefit
which the person is not legally entitled to.
 - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and
reason. The Principal shall in particular, before and during the tender process,
provide to all Bidder(s) the same information and shall not provide to any
Bidder(s) confidential/ additional information through which the Bidder(s) could
obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Supplier'

- 1) The 'Bidder/ Supplier' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Supplier' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The 'Bidder/ Supplier' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Supplier' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Supplier' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Supplier' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e. The 'Bidder/ Supplier' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Supplier' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts If the 'Bidder/ Supplier', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Supplier' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Supplier' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Supplier' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Supplier liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Supplier/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Supplier/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Supplier as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Bidder(s)/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Supplier/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Supplier. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Supplier 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Mumbai
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Supplier'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness

1:

(Name & Address)

Witness 2:

(Name & Address)

≤==>

Appendix to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal/ OEM, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Supplier' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority are given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Supplier' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares in case of operation items.

2.3 In either case, in the event of contract, materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to

termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings

with 'The Principal' or damage or payment of a named sum.

Appendix-13 Anti-Collusion Certificate

(To be executed on stamp paper of appropriate value)

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

We hereby certify and confirm that in the preparation and submission of our bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or firm in connection with the instant bid.

Dated thisDay of, 2018

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

Appendix-14 Power of Attorney for signing of Bid

(To be executed on stamp paper of appropriate value)

Know all persons by these presents, [I (name of the company) incorporated under the laws of India and having its registered office at [] "**Company**") do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our pursuant to the RFP dated [] ("RFP") issued by the **DM R&R** (the "the **Authority**") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the **DM R&R**.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Section VIII Draft Contract Document

Applicable only if GeM generated contract is not used

THIS AGREEMENT made on the day of 2025,

BETWEEN

(1) Disaster Management, Relief and Rehabilitation Department, Government of Maharashtra, having its principal place of business at First Floor, Main Building, Madam Cama Road, Hutatma Rajguru Square, Mantralaya Mumbai 400032 (hereinafter called “the Employer”), and (2) a firm incorporated under the laws of India and having its principal place of business at (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to (“the Search & Rescue equipment”) and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1 Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Bid-Open competitive tender for Supply of reference no..... with Buyer Added Bid Specific ATC
- (d) General Terms and Conditions

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2 Contract Price and Terms of Payment

2.1 Contract Price

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of Rs. (IN words.....).

2.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Tender Document clause no

Article 3 Effective Date

3.1 Effective Date

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

Article 4. Appendices

4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF, the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives on the day and year first written above.

Signed by, for and on behalf of the Employer.

.....

.....

DM R&R, GoM

in the presence of

Witness-1

.....

....., DM R&R

Signed by, for and on behalf of the Contractor

Mr. /Mrs.

Authorized representative of

.....

in the presence of

Witness-2

Mr. /Mrs.
Authorized representative of
.....

in the presence of

APPENDICES

- Appendix 1 - E-tender Bid-Open competitive tender for Supply of no.
..... with Buyer Added Bid Specific ATC
- Appendix 2 - E – tender General Terms and Conditions

Section IX Bill of quantities (BoQ)

BoQ shall be submitted separately as per the norms of e-tendering portal. Bid will be rejected if BoQ added in technical proposal. This is only for information.

Tender Inviting Authority: DM R&R GoM												
Name of Work: Village DM Kit												
Contract No: DMU1												
Name of the Bidder/ Bidding Firm / Company :												
PRICE SCHEDULE												
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)												
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Rs. P	SGST	CGST	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	12	13	14	15	16	53	54	55
1	Disaster Management Kit/ First Aid Kit (with 36 items)	Item 1	3107	Kit	INR					0.000	0.000	INR Zero Only
2	Floatable & Foldable multi Stretcher - Virus Resistant (Adult size) (With all safety items)	Item 2	3107	Nos	INR					0.000	0.000	INR Zero Only
3	Floatable & Foldable multi Stretcher - Virus Resistant (Medium)	Item 3	3107	Nos	INR					0.000	0.000	INR Zero Only
4	Lifejacket (innovative, multipurpose with all safety items)	Item 4	3107	Nos	INR					0.000	0.000	INR Zero Only
5	Safety helmet 3 pieces in each kit	Item 5	3107	Kit	INR					0.000	0.000	INR Zero Only

6	Hand (safety) Gloves	Item 6	3107	Pair	INR					0.000	0.000	INR Zero Only
7	Gumboots 2 pairs in each kit	Item 7	3107	Kit	INR					0.000	0.000	INR Zero Only
8	Safety Net (3 X 10 mtr.)	Item 8	3107	No s	INR					0.000	0.000	INR Zero Only
9	Rappelling Rope 30 mtr.	Item 9	3107	No s	INR					0.000	0.000	INR Zero Only
10	Floatable Multipurpose Box (For Kit Storage)	Item 10	3107	No s	INR					0.000	0.000	INR Zero Only
Total in Figures										0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only										