

## **Information to Bidder for the “Supply of 48F OFC, 12F OFC and 6F OFC for RailTel OFC Network in Delhi/ NCR Territory”.**

**GEM BID . XXXX**

**Dated:...2024**

1. The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website [www.railtelindia.com](http://www.railtelindia.com).
2. OFC offered shall have complete data sheets and detailed description on OEM web sites. Bidders are required to submit duly filled and signed technical compliance of the OFC offered in Annexure-I, failing which the bids may be rejected.
3. Bidder shall submit the detailed BOM of the OFC offered duly verified and certified by the respective OEM.
4. GST registration certificate of vendor should be provided from where goods will be supplied.
5. **Tender Cost: NIL**
- 6.1 **Estimated cost of the Tender is Rs. 15,08,026/- (Tax inclusive)**
- 6.2 **Earnest Money Deposit (EMD)/ Bid Security:**

Earnest Money Deposit (EMD)/ Bid Security: **Rs.30,200** /- (2% round off on estimated cost of **Rs.15,08,026/-**) with payment online through RTGS/Internet Banking in Beneficiary name RailTel Corporation of India Ltd. The Bid received without EMD will be summarily rejected.

Bank: Union Bank of India,  
Address: F-14 & 15, Inner Circle, Connaught Place, New Delhi-110001,  
Branch Code:30780  
IFSC Code: UBIN0530786  
MICR code:110026006  
Account No.307801010917906

The Bid Security shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- Tender cases of value up to Rs. 5 (five) Lakhs. : **NIL**
- Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

The bidders claiming the preference have to submit relevant documents. The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.

In lieu of Bid Security, bidders are required to sign “Bid Security Declaration” in the format attached as Annexure –V accepting that if they withdraw or modify their bids

during period of validity etc., they will be banned for the period of Three years. **Non-submission of Bid Security Declaration form will lead to disqualification of bid.**

**7. Eligibility Criteria for OEM (RDSO approved firm):**

- 7.1 The OEM should have a valid RDSO approval certificate issued on BID opening date or earlier for any number of optical Fibre Cable e.g 06F/12F/24F/48F/96F.
- 7.2 The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and the bidder should have positive net worth and should give an undertaking for the same.
- 7.3 Offer received without valid RDSO approval certificate will be summarily rejected.

**8. Eligibility Criteria for Authorized Bidder of OEM:**

The tenderer must have successfully completed any of the supply/provision of similar Item during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

*“Single orders of at least 35% of estimated bid value”, or*

*“Two orders of at least 20% of estimated bid value”, or*

*“Three orders of at least 15% of estimated bid value”.*

- Satisfactory Performance certificate Issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.
- In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited the completed work shall be considered for fulfillment of credentials.
- For the tenders on GeM: in case contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed Us last 03 [three] years, ending on the date of opening of bid, the completed work shall be considered for fulfillment of credentials.

**Note:**

- Satisfactory Performance certificate issued by respective buyer Organisation for the above orders should be uploaded with Bid. In case of bunch bids, the category related to primary product having highest bid value shall meet this criterion.
- In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience

certificate. Offers received without OEM (RDSO approved firms) authorization specific to this tender, will be summarily rejected.

**9. Financial Eligibility Criteria for OEM Authorized Bidders:**

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

- a. **Note:** Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.
- b. The bidder should have authorization, specific to this tender from respective OEM as per Annex-II.

**10. Payment Conditions: -**

- i. 100% payment on full supply against the ordered quantity.
- ii. 80% payment on part supply against the ordered quantity.  
Delivery of materials to be ensured as per Annexure-I

The following documents are to be submitted for payment:

- a. Original Tax Invoice
- b. Delivery Challan
- c. Original Consignee receipt for receipt of goods in good condition.
- d. Original Inspection Certificate
- e. Warranty Certificate from OFC manufacturer (OEM)
- f. Proof of PG/SD submission
- g. Proof of Insurance certificate, if material supplied through transporter
- h. Bill Passing Authority: General Manager/TM/Delhi NCR
- i. Bill Paying Authority: Associate Finance of Northern Region

**12. Online Submissions:**

The bidder is required to upload and submit the following documents online before due date & time of bid.

- i. EMD & offer as per Annexure III
- ii. Technical Compliance of all Specification of RDSO Specs, GeM Bid and ATC documents.
- iii. RDSO approval certificate for OEM, and MAF (as per Annexure-II) for OEM authorized bidder & proof of RDSO approval.
- iv. Notarized affidavit on a non-judicial stamp paper as per Annexure-IV. regarding authenticity of the documents submitted /information provided in the bid.

- v. Dully signed BID and Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- vi. Data Sheet of offered item/equipment.
- vii. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- viii. Proof of document required against Eligibility criteria of OEM and Bidder vide para -9.
- ix. NIL deviation declarations as per Annexure- VI.
- x. Self certification under preference to “MAKE IN INDIA” Policy as Annexure- VII.
- xi. Bid Security Declaration as per Annexure- VIII.

**Note:** i. The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non- acceptance may lead to rejection of the bid.

ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on [www.railtelindia.com](http://www.railtelindia.com) only.

iii. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid.

In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

**13. Delivery period:**

The supplier will have to supply the material within 60 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

**14. Security Deposit/Performance Guarantee:**

i. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer *should give a Performance Guarantee in the form of DD/Banker’s Cheque in favour of RailTel Corporation of India Limited payable at New Delhi* from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 3% of the contract/PO value.

The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender for that work.*

ii. The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The PBG will be returned only after fulfillment of contractual obligations.

iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

iv. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and on expiry of the warranty period and issue of the certificate of final acceptance of the entire system.

v. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.

**Note:**

1. Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.
3. Bank: Union Bank of India,  
Address: F-14 &15, Inner Circle, Connaught Place, New Delhi-110001,  
Branch Code:30780  
IFSC Code: UBIN0530786  
MICR code:110026006  
Account No.307801010917906

**16 Inspection of material:**

- 16.1** The supplier/manufacturer bidder will send inspection call letter to RailTel when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
- 16.2** In case material/equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 16.3** Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RDSO or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

- 16.4 The material should be offered for inspection within Seven weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 16.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 16.6 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

Inspection of OFC shall be carried out as per RDSO specs at OEM premises.

Inspection charges shall be borne by the bidder.

**17. Dispute Settlement:**

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

**18. Variation:**

RailTel has the right to vary any tendered item quantity  $\pm 25\%$  on the same accepted rate subjected to total  $\pm 25\%$  variation in total amount of accepted tender cost. Such variation offered by RailTel will be obligatory to the successful bidder while all the terms and conditions of tender will remain same.

**19. Warranty:**

The materials are to be warranted for 18 months from date of delivery

**20. Marking of Material Supplied:**

The tenderer should agree to indicate the RailTel, Manufacture's Name, Month and Year of manufacturing, Drum number and KM by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

**21. Make in India:**

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to “MAKE IN INDIA” Policy as Annexure-VII.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the ‘Class-I local supplier/ Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

## **22. Insurance**

22.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

22.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser.

**Annexure-I**

**Schedule of Requirements**

S. N.	Description of Item	Unit	Qty	Unit Basic Price	GST @ ____% ____	Unit Cost	Total cost (with GST)
1	Supply of 48F OFC as per latest RDSO specifications	Mtr	9000				
2	Supply of 12F OFC	Mtr	20000				
3	Supply of 6F OFC	Mtr	40000				

**Technical Specifications:**

**1. Specification of SOR-1 (48 F OFC Armoured):**

The specification of OFC should confirm to RDSO specs for Optical Fibre Cable Specification No. RDSO/SPN/ TC/110/2020 Revision-0 or latest for 48 F Armoured but the make of Fibre should be as per ITU specs G 652D.

**2. Specification of SOR-2 (12 F OFC Unarmoured):**

- i. Supply of 12F unarmored OFC (Metal free) for laying over the platform shed.
- ii. Fibre should be as per ITU specs G 652D (03/03 or latest).

**3. Specification of SOR-3 (6 F OFC Unarmoured):**

- i. Supply of 6F unarmored OFC Metal strengthened outdoor.
- ii. Fibre should be as per ITU specs G 652D (03/03 or latest).

<b>Consignee Details</b>					
<b>Sl. No</b>	<b>Territory</b>	<b>Consignee Address</b>	<b>48F OFC (KM)</b>	<b>Contact Person</b>	<b>State/ GST No.</b>
1	Delhi- NCR	RailTel corporation of India Ltd, 2 <sup>nd</sup> Floor, Microwave Complex, Thompson Road, New Delhi-100002	9	Vinay Kumar/Chief Manager/Impl/Delhi NCR	Delhi/ 07AABCR7176C2ZE
<b>Total</b>			<b>09</b>		
<b>Sl. No</b>	<b>Territory</b>	<b>Consignee Address</b>	<b>12F OFC (KM)</b>	<b>Contact Person</b>	<b>State/ GST No.</b>
1	Delhi- NCR	RailTel corporation of India Ltd, 2 <sup>nd</sup> Floor, Microwave Complex, Thompson Road, New Delhi-100002	20	Vinay Kumar/Chief Manager/Impl/Delhi NCR	Delhi/ 07AABCR7176C2ZE
<b>Total</b>			<b>20</b>		
<b>Sl. No</b>	<b>Territory</b>	<b>Consignee Address</b>	<b>6F OFC (KM)</b>	<b>Contact Person</b>	<b>State/ GST No.</b>
1	Delhi- NCR	RailTel corporation of India Ltd, 2 <sup>nd</sup> Floor, Microwave Complex, Thompson Road, New Delhi-100002	40	Vinay Kumar/Chief Manager/Impl/Delhi NCR	Delhi/ 07AABCR7176C2ZE
<b>Total</b>			<b>40</b>		

Note: All the locations/stations name given above are tentative and may change. Successful Bidder may ask the final location with complete address after finalizing the tender. RailTel has the right to change location within RailTel Northern Region area & firm has to supply & commission at location given by RailTel.

**Annexure-II**

**ED/NR  
RailTel Corporation of India Ltd.**

**Dated: .....**

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

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

**Ref: GeM Bid No. .... dated: .....2024**

Dear Sir,

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

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

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

Thanking you,  
Best regards,

**Authorised Signatory**

**OFFER LETTER**

**Annexure-III**

Executive Director,  
Northern Region,  
RailTel 6th Floor,  
3rd Block,  
Delhi Technology Park,  
Shastri Park,  
New Delhi, Delhi-110053

Ref: - Tender No .....Dated: xx.xx.2024

1. It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.
2. We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.
3. Online payment vide transaction No. dated for Rs. Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)  
Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH  
THE TENDER DOCUMENTS**

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),  
M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

\_\_\_\_\_ as per the tender No. \_\_\_\_\_ of RailTel/NR, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s) am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from RailTel's website www.railtelindia.com or GeM Portal gem.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) 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.
- (v) **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.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) 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 year on entire IR.

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

VERIFICATION

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

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

Place:  
Dated:

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

**Guarantee Bond for Performance Guarantee  
(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, 2<sup>nd</sup> Floor, Microwave Building, Thompson Road, New Delhi-110002 (hereinafter called “the RailTel”) having agreed to exempt ..... **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between ..... and RailTel Corporation of India Limited, for ..... [Name of Work/Supply of Materials] (hereinafter called “the said Agreement”) of **Performance Guarantee** for the due fulfillment by the said contractor’s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rs. .... Only). We, ..... (indicate the name of the Bank and address) hereinafter referred to as “the Bank”) at the request of. M/s..... Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, ..... Bank (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said.  
Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... Bank (indicate the name of the Bank and address) undertake to pay to the **RailTel** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

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

Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.

5. We, .....(indicate the name of the Bank and address) further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the **RailTel** against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of **RailTel** or any indulgence by the **RailTel** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.
8. Notwithstanding anything contained herein,
  1. Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)
  2. This Bank Guarantee shall be valid up to .....and
  3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before  
..... (date of expiry of guarantee).

Dated the day of 2024 for  
.....  
(Indicate the name of the Bank)

Witness:

1. Signature  
Name
2. Signatur  
e Name
- 3.

**Annexure-VI**

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To,  
Executive Director/NR  
RailTel Corporation of India Ltd.  
Shastri Park, Delhi-110053

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No.**

**Dt .....2024**

Over and above all our earlier conformations and submissions as per your requirements of the bid, we confirm that,

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete.

We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

**Self Certification under Preference to “MAKE IN INDIA” Policy**

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

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We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

**Format for Bid Security Declaration**

**(On Non-judicial stamp paper of Rs. 100/-)**

Whereas, I/We\_(Name of Agency) has submitted bid for  
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted  
in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to  
severe financial crunch on account of slowdown in the economy due to the pandemic,  
I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from  
submitting Earnest Money Deposit: -

1) If I/We withdraw or modify my/our bid during the bid validity period (including  
extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract  
agreement or fail to submit performance guarantee or fail to commence the work within  
stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the  
tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible  
to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years  
from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative Name of Firm

Date:

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