Additional Terms & Conditions for procurement of PLB-HDPE Duct

Information to Bidder for the "Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network".

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.

2. HDPE Duct 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 HDPE Duct offered in Annexure-I, failing which the bids may be rejected.

3. GST registration certificate of vendor should be provided from where goods will be supplied.

4. Tender Cost: NIL

5. Estimated cost of the Tender is **Rs. 4,62,83,054/- (Tax inclusive)**

6. Earnest Money Deposit (EMD:

a) A sum of Rs. 9,25,700/**-** should be deposited as in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi Or Online Transfer in RailTel Bank A/c detail below:

Name of Bank : **Union Bank of India**
Name of the Account Holder : **RailTel Corporation of India Limited**
Account Number : **307801010917906**
IFSC : **UBIN0530786**
Branch : 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001

(b) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected.

(c) For NSIC registered firm and micro & small enterprises (MSEs) who are having valid Udyog Aadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available.

They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms calming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

(d) Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.

(e) The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-14.

7. Eligibility Criteria for bidder:

7.1 The bidder should have established manufacturing facilities for manufacture & Supply of PLB HDPE Duct as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment.

7.2 The bidder should have valid TEC approval for permanently Lubricated HDPE Telecom duct as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment on the date of opening of the tender. TEC approval should be submitted online with offer & Firm's name should appear TSEC approved vendor list for the item being procured.

7.3 **Technical Eligibility Criteria:**

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by

Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

Definition of similar work: Supply of HDPE Duct

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

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

7.5 (a) The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and should give an undertaking for the same.
(b) The bidder should have positive net worth and should give CA certificate for the same.

8 The Tenderer shall quote Total all Inclusive Rate on C.I.P. destination basis clearly indicating the breakup of rates, applicable duties, taxes, etc.

9 Validity of offer:

Validity of offer: 45 days (Forty five days only) from the date of opening of tender.

10. Issue of Purchase Order

10.1 The purchase order in favor of the successful bidder will be issued and shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder should submit unconditional acceptance within 07 days of issue of PO after finalization of tender, along with SD/PBG within 15 days of issue of P.O.

10.2 Tenderers may be asked for staggered delivery of the stores, if required, based on site requirements and same shall be advised with issue of purchase order.

11. Payment Conditions: -

i. 100% payment against full supply of the ordered quantity.
ii. 80% payment against part supply of the ordered quantity.

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 PBG/SD submission
g. Insurance certificate for Transit period
h. Bill Passing Authority: General Manager/Project
Bill Paying Authority: Joint General Manager/Finance

Note: Payment will be released only when GST amount is reflecting on GST Portal against invoices processed for payment.

12. Online Submissions:

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

i. EMD.
ii. Clause wise compliance of all the clauses of GeM Bid and ATC documents.
iii. No deviation statement.
iv. Eligibility Criteria documents.
v. Technical Compliance of TEC Specification.
vi. TEC approval certificate & Firm's name should appear on TSEC approved vendor list for the item being procured.
vii. Notarized affidavit on a non-judicial stamp paper as per Annexure-IV regarding authenticity of the documents submitted /information provided in the bid. Non submission of an affidavit by the bidder shall result in rejection of his/their bid.
viii. **Power of Attorney:** Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.

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 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.

If there is any contradiction in any of the condition between ITB terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.

13. Delivery period: 60 days from the date of issue of PO.

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 BG/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 with validity 3 months beyond warranty period of supply.

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 upto 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 31st 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. 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: Performance guarantee for less than Rs. 5 Lacs has to be submitted in the form of DD/Banker's cheque only.

15 Inspection of material:

15.1 The supplier/manufacturer bidder will send inspection call letter to concerned Inspecting Authority RITES/Purchaser's representative 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

15.2 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.

15.3 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES 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.

15.4 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

15.5 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 complied on a daily/ weekly/ monthly basis and it shall be analysed. “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.

15.6 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.

(a) Inspection of HDPE Duct shall be carried out as per TEC specs at OEM premises.

(b) Inspection charges shall be born by the bidder. No additional charges will be paid by the purchaser on account on inspection charges.

16. Warranty : The HDPE Duct should be warranted for a period of 18 months from the date of delivery.

16.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

16.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above mentioned period, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor’s risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

16.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

16.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

16.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 18 months after their delivery, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

16.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the **Purchaser** in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the ‘rejection of stores' and ‘failure' and ‘termination’ shall apply.

The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise

17. Variation of Quantities: Option Clause –

a) Unless otherwise specified in the tender document, the purchaser shall be entitled to increase the order quantity to full tender quantity as well as option to increase/decrease the quantity by 25% of the order quantity anytime within the validity of the contract (original/ extended). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered.

b) The purchaser shall be entitled to operate +/- 25% option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 25% of the ordered quantity.

c) The purchaser reserves the right to accept the tender with splitting of tender quantity on minimum two firms with the option to increase the quantity to full tendered quantity on any of the firms.

d) Additionally, the purchaser shall also be entitled to vary the total order quantity of those firms by +/- 25% anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer.

e) Total coverage against the tender considering the orders placed on all the firms in the tender should not increase the tendered quantity by more than 25%.

f) In case where separate orders for an item for different consignee(s)/ paying authority(ies) are placed on one firm against one tender, total quantity of all such orders be the basis for the purpose of option clause. In such cases, option clause can be operated in any of the order/ or for any consignee(s) so long as Delivery Period of any of the order in the tender is alive.

18. SPLITTING OF QUANTITY

The quantity to be ordered will be split by the Purchaser amongst various tenderers for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, price and past performance of the firms with following condition:

18.1 CRITERIA FOR SPLITTING OF TENDER QUANTITY:

The following splitting criteria will be applicable:-
Purchaser would distribute the procurable quantity on three eligible tenderers as per the following formula. Such distribution/splitting of the tendered/procurable quantity and the quantity distribution will depend upon the differential of rates quoted by the tenderers in the manner detailed below:-

Price differential between Eligible L1 and L2	Quantity distribution ratio between Eligible L1 and L2
Up to 3%	60: 40
More than 3% and up to 5%	65:35
More than 5%	Distribution shall be as per para 18.1.1

18.1.1 If difference between Eligible L-1 & L-2 is more than 5%, splitting of the quantity is required to be done by ordering on tenderers higher than the Eligible L1 & L2 tenderer, then the quantity distribution proportion amongst the tenderers will be L1:L2:L3::70:20:10.

18.1.2 While distributing as above, the purchaser shall offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser shall further decide on the placement of order as detailed below:

If Eligible L-1 or L-2 or L-3 tenderer does not accept the offer/counter offer,
the calculation will be as per the case which is described below

a). If L3 does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L-1 & L-2 again as per formula given – Quantity in % of L-1 x Quantity in % of L-3/ Quantity in % of total of L1+L2.

b) If L2 does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L-1 & L-3 again as per formula given – Quantity in % of L-1 x Quantity in % of L-2/ Quantity in % of total of L1+L3.

c). If L1 does not accept the offer, the tender will be discharged.

18.1.3 Successful bidder can be allotted to supply the HDPE Duct in any of the state mentioned in tentative list of consignee in Annexure-II without any additional charge/Cost.

19. For NSIC registered Firm

1. For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

   (i) They are exempted from cost of tender documents.

   (ii) They are also exempted from depositing Earnest money.

   These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

2. No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

3. The participating MSEs in a tender, quoting price within the band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their prices to the L1 price, in situation where L1 is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

   <u>**NOTE**</u>:

   This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012" issued by MoSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

20. Make in India clause

Public Procurement (Preference to Make in India): Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5 Lakhs.

The provisions of Public Procurement (Preference to Make in India), Order-2017 dt. 15.06.2017 or latest is applicable.

20.1 (a) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.

(b) Margin of Purchase Preference: The margin of purchase preference is 20%.

(c) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel, New Delhi.

20.2 **Verification of local content**:

a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b) In case of procurement for a value in excess of Rs.10 Crores, the 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.

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

d) A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

e) Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

20.3 Requirement of Purchase Preference

Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 Lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.

b) In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not form a local supplier, 50% of the order quantity shall be awarded to L1 Thereafter. The lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i). Among all qualified bids, the lowest bid will be termed as L1.If L1 is from a local supplier; the contract will be awarded to L1.

ii). If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

21. RailTel's Contact Person /Designation: (for General Information)

Ms. Deepti Chauhan, Asstt. General Manager/Projects Mobile: 9910057613 E-mail ID: deeptichauhan@railtelindia.com	Shri P. Lal , General Manager /Projects Mobile: 9717649428 E-mail ID: plal.rdso@railtelindia.com

Annexure-I

Technical Specifications

1. The specification for HDPE duct 40/33 mm should be as per TEC specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment. The colour of HDPE duct will be orange. Colour of the HDPE duct, inner lubricating material and strength shall be guaranteed for 20 years.

Note: The purchaser reserves the right to inspect/assess the manufacturing / test facilities of the bidder by RailTel's authorized personnel /committee/ nominated agency for evaluation of the technical bid.

2. **Packing and Markings: -.** The duct supplied should have the following identification marking and other details as per TEC Specification: -
The length of the duct should be 1000 +/- 50 meter.
The colour of the duct should be orange. The marking on the HDPE duct shall be provided at every meter as per detail given below: -

# RAILTEL CABLE DUCT	# NAME OF THE FIRM
# PLBE HDPE DUCT 40/33 MM	# ABCD & WXYZ
# DATE MONTH YEAR	# EFGH

Annexure-II

Schedule of Requirement:

SOR	Item Description	Units	Qty
SOR-1	HDPE Duct	Km	877

*Qty mentioned on GeM is rounded off to nearest Kms. However Actual requirement is 876.573Kms and tender will be allotted based on actual required Qty of 876.573Kms.

bidder shall quote Unit price (inclusive of all Taxes, Freight, Insurance etc.)

Supplies of HDPE Duct will be required at different locations in RailTel Territories located in Northern India. Actual site location will be advised with issue of Purchase Order.

Tentative Consignee wise Qty distribution:

SN	Name of state	Qty (Km)
1	Chandigarh	70
2	Delhi	52
3	haryana	19
4	Rajasthan	244
5	Uttar Pradesh	492
	Total	**877**

Annexure-III

PERFORMANCE GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Northern Region, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Herein after called the RailTel) having agreed to exempt ………………………………………………………………….. (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. ………………… ………………………… dated …………… made between RailTel Corporation of India Limited and …………………………………………….. for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ………….. (Rs. ………….. only). We, ………………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ……………. ……………. Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. ……………. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ……………………………………(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ………………………only.

We, ………………(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

We, ………………(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the …………… We shall be discharged from all liability under this Guarantee thereafter.

We,……………(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the

terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

We …………. (the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the ……..day of …………. 2022

for ………………………………………………..
(indicate the name of the Bank)

Witness

Signature
Name

Signature
Name

Annexure-IV

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.______________________(Herein after called the tenderer) for the purpose of the Tender documents for the work of

____

as per the tender No.___of (Railway), 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 electronic-tender portal. 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 along with 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 OFTHE 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 OFTHE 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.

Annexure – V

OFFER LETTER

RailTel Corporation of
India Ltd. 6th Floor, Delhi
IT Park, Shastri Park,
Delhi

1. I/We____have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 45days from the date of opening and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of "Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network" within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

2. I/We have submitted "Earnest Money" amounting Rs………… through DD No. …….. dated…………/online transfer UTR No……………. dated

SIGNATURE OF SUPPLIER (S)

Date:

SUPPLIER (S) ADDRESS

SIGNATURE OF

WITNESS:1.

2.

Check list

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No/ ref no. of Offer
1	Proof of payment of EMD		
2	Power of Attorney		
3	Downloaded tender document, digitally signed.		
4	Valid TEC Approval Certificate & Firm's name should appear on TSEC approved vendor list for the item.		
5	Documents required as per eligibility criteria (a) Undertaking regarding clause no. 7.1 (b) Technical eligibility criteria document regarding clause no. 7.3 (c) Financial eligibility criteria document regarding clause no. 7.4 (d) Undertaking regarding non-blacklisting (e) CA certificate for positive net worth		
6	Technical Compliance of all Specification of TEC Specs, GeM Bid and ATC documents.		
7	Deviation Statement, if any, (Specification of TEC Specs, GeM Bid and ATC documents)		
8	Cost breakup of price indicating Basic rate, GST etc.		
9	Notarized affidavit on a non-judicial stamp paper as per Annexure-IV regarding authenticity of the documents submitted /information provided in the bid.		