



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
पश्चिमी क्षेत्र

RAILTEL CORPORATION OF INDIA LIMITED
Western Region

ई-निविदा दस्तावेज़

E-TENDER DOCUMENT

ई-निविदा सं. : रेलटेल/प.क्षे./ई-निविदा/खु.नि./2023-24/एस एम पी एस सुधार/01

E-Tender No. : RailTel/WR/E-Tender/OT/2023-24/SMPS Rectification/01

दिनांक/Date : 20.12.2023

कार्य का नाम : रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पश्चिमी क्षेत्र के मुंबई
अंचल के अंतर्गत दोषपूर्ण एस एम पी एस की मरम्मत और सुधार ।

**Name of Work : Repair and Rectification of Faulty SMPS under Mumbai
Territory of RailTel Corporation of India Ltd., Western Region.**

कार्यालय का पता :

कार्यकारी निदेशक
पश्चिमी क्षेत्र,

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
पश्चिमी रेलवे माइक्रोवेव कॉम्प्लेक्स,
सेनापति बापट मार्ग, महालक्ष्मी (पश्चिम),
मुंबई – 400013

Office Address :

Executive Director
Western Region,

RailTel Corporation of India
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi (West)
Mumbai - 400013

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E-TENDER NOTICE

RailTel Corporation of India Ltd., Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013 invites an Open E-Tender from the established and reliable Service provider for “**Repair and Rectification of Faulty SMPS under Mumbai Territory of RailTel Corporation of India Ltd., Western Region**”.

1	Name of work	Repair and Rectification of Faulty SMPS under Mumbai Territory of RailTel Corporation of India Ltd., Western Region.
2	E-Tender No.	RailTel/WR/E-Tender/OT/2023-24/SMPS Rectification/01
3	Last date & time for submission of tender	10.01.2024 up to 15:00 hrs.
4	Opening date & time of tender documents.	10.01.2024 at 15:30 hrs.
5	Validity of offer	45 days from the date of opening of tender.
6	Approximate Cost	Rs. 7,18,862/-
7	EMD	Rs. 14,400/-
8	Completion period	75 Days from the date of issue of PO
9	Web address for availability of tender document and submission of Tender	railtel.enivida.com
10	Cost of Tender document	Nil
11	Bidding Start Date	20.12.2023
12	TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
Note: If the Tender document is downloaded from the website then the cost of e-tender document as stated above has to be submitted through net banking or payment gateway only on website railtel.enivida.com .		

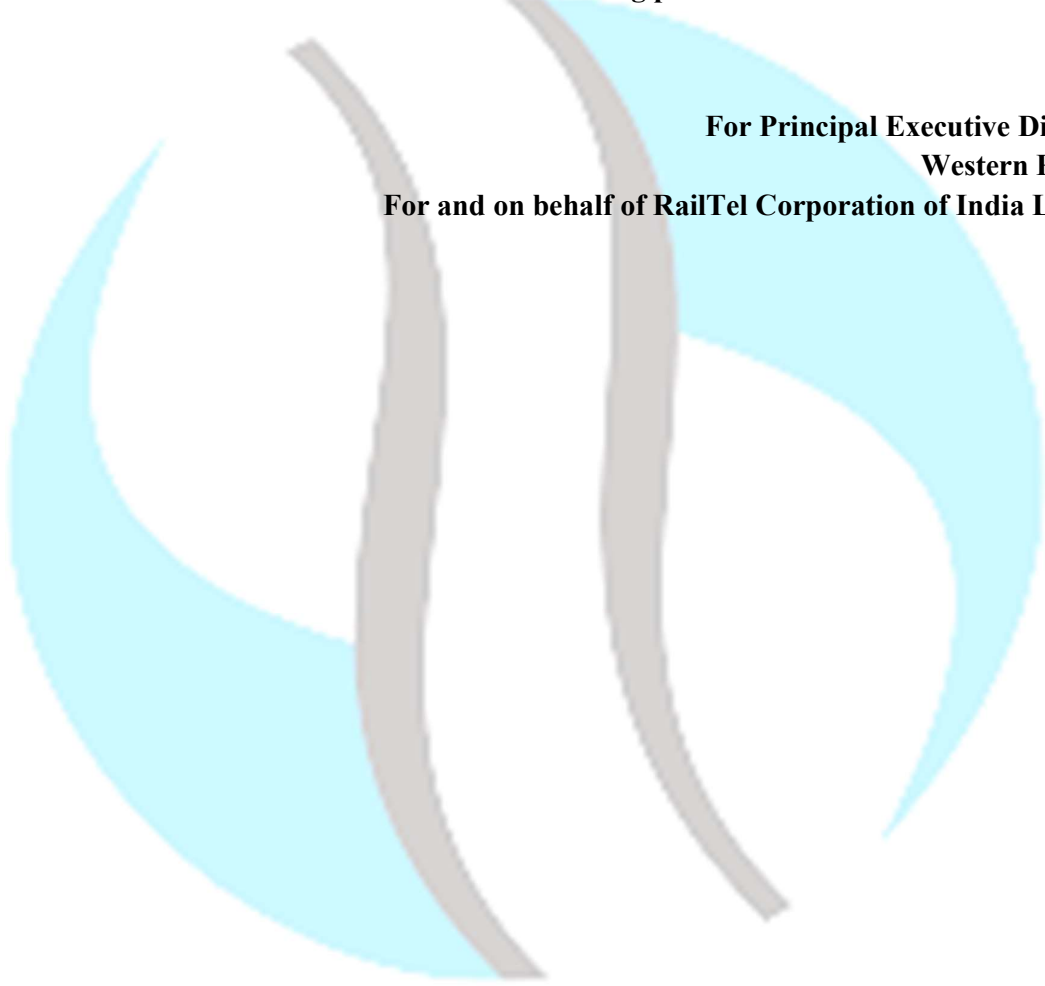
- (i) The rates should be inclusive of taxes, however, breakup of all the taxes charged by the bidder shall be shown separately. The tenderer has to submit the breakup of all taxes at the time of submission of their “Tax invoices” also. The tenderer has also to submit their GSTIN No. at the time of submissions of their “Tax invoices”. In addition to it, the contractor should submit copy of GSTIN registration certificate for the states wherever

applicable. PF Account & ESI registration no. should also be available with the contractor. All the statutory provisions have to be made by the contractor. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendor should file GST return and transfer credit of GST in RailTel account as per GST procedure.

- (ii) Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, the following exemption shall be available (a) They shall be exempted from cost of tender document. (b) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.
- (iii) All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal and/or RailTel website only.
- (iv) The offers shall be opened on above said date, in the presence of those bidders, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.
- (v) Late/Delayed/incomplete tenders and tenders with insufficient EMD and tender document fee will be summarily rejected.
- (vi) Tender can be viewed and submitted through website railtel.enivida.com only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com
- (vii) Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on eNIVIDA (e-tender portal).
- (viii) The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be self attested / digitally signed by the tenderer or authorized representative of the tendering firm. Self – attestation shall include signature, stamp and date (On each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- (ix) “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in tender document (**Annexure VII**). Non submission of an affidavit by the bidder shall result in summery rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.

Note: The Terms and Conditions in Tender Document will prevail over Notifications/Instructions/Guidelines on Tendering portal.

**For Principal Executive Director,
Western Region,
For and on behalf of RailTel Corporation of India Limited**



रेलटेल
RAILTEL

ई-निविदा सूचना

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, वेस्टर्न रेलवे माइक्रोवेव कंपाउंड, सेनापति बापट मार्ग, महालक्ष्मी, मुंबई-400013 निम्नलिखित के कार्य के लिए खुली ई-निविदा आमंत्रित करता है – रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पश्चिमी क्षेत्र के मुंबई अंचल के अंतर्गत दोषपूर्ण एस एम पी एस की मरम्मत और सुधार।

1	कार्य का नाम	रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पश्चिमी क्षेत्र के मुंबई अंचल के अंतर्गत दोषपूर्ण एस एम पी एस की मरम्मत और सुधार।
2	ई-निविदा सं.	रेलटेल/प.क्षे./ई-निविदा/खु.नि./2023-24/एस एम पी एस सुधार/01
3	निविदा जमा करने की अंतिम तिथि और समय	10.01.2024 को 15:00 बजे तक.
4	निविदा दस्तावेजों के खुलने की तारीख और	10.01.2024 को 15:30 बजे.
5	ऑफर की वैधता	निविदा खोलने की तारीख से 45 दिन।
6	अनुमानित लागत	₹. 7,18,862/-
7	ईएमडी	₹. 14,400/-
8	पूर्ण करने की अवधि	क्रय आदेश जारी होने की तिथि से 75 दिन
9	निविदा दस्तावेज की उपलब्धता और निविदा प्रस्तुत करने के लिए वेब पता	railtel.enivida.com
10	निविदा दस्तावेज की लागत	शून्य
11	बोली प्रारंभ तिथि	20.12.2023
12	TReDS सुविधा उपलब्ध है	हाँ, m1xchange पोर्टल पर (url: https://www.m1xchange.com)
नोट: यदि निविदा दस्तावेज वेबसाइट से डाउनलोड किया गया है तो ऊपर बताए अनुसार ई-निविदा दस्तावेज की कीमत नेट बैंकिंग या पेमेंट गेट वे के माध्यम से केवल वेबसाइट railtel.enivida.com पर जमा करनी होगी।		

- (i) दरों में कर शामिल होना चाहिए, हालांकि, बोली लगाने वाले द्वारा लगाए गए सभी करों का ब्रेकअप अलग से दिखाया जाएगा। निविदाकर्ता को अपने "कर चालान" भी जमा करने के समय सभी करों का ब्रेकअप प्रस्तुत करना होगा। निविदाकर्ता को अपने "कर चालान" प्रस्तुत करने के समय अपना जी एसटीआईएन नंबर भी जमा करना होगा। इसके अलावा, ठेकेदार को जहां भी लागू हो, राज्यों के जीएसटीआईएन पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी। पीएफ खाता और ईएसआई पंजीकरण संख्या। ठेकेदार के पास भी उपलब्ध होना चाहिए। सभी वैधानिक प्रावधान ठेकेदार द्वारा किए जाने हैं। यदि सफल निविदाकार सीजीएसटी/आईजीएसटी/यूटीजीएसटी/ एसजीएसटी अधिनियम के तहत पंजीकृत होने के लिए उत्तरदायी नहीं है, तो रेलटेल आरसीएम

के तहत उसके/उनके बिल से लागू जीएसटी की कटौती करेगा और उसे संबंधित कर प्राधिकरण को जमा करेगा। विक्रेता को जीएसटी रिटर्न दाखिल करना चाहिए और जीएसटी प्रक्रिया के अनुसार रेलटेल खाते में जीएसटी का हस्तांतरण करना चाहिए।

- (ii) एकल बिंदु पंजीकरण योजना के तहत एनएसआईसी के साथ पंजीकृत छोटी इकाइयां या जिला उद्योग केंद्रों या खादी और ग्रामोद्योग आयोग या खादी और ग्रामोद्योग बोर्ड या कयर बोर्ड या हस्तशिल्प निदेशालय के साथ एमएसएमईडी अधिनियम 2006 के तहत सूक्ष्म, लघु और मध्यम उद्यमों के रूप में पंजीकृत & हथकरघा या सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय द्वारा निर्दिष्ट और इस निविदा में भाग लेने वाले किसी अन्य निकाय को निविदा दस्तावेज की लागत से छूट दी गई है। यदि फर्म एनएसआईसी के साथ पंजीकृत है या टी एंड पी मद की आपूर्ति के साथ वैध पंजीकरण प्रमाण पत्र की एमएसएमईडी के तहत, किसी भी दूरसंचार / कंप्यूटर कार्य, एनआईटी के अनुसार किसी भी विद्युत कार्य को छूट के लिए प्रस्तुत किया जाना है। ये छूट तब लागू होंगी जब निविदा मद के लिए इकाइयां एनएसआईसी या एमएसएमईडी के तहत पंजीकृत हों और पंजीकरण वर्तमान और वैध हो। इन छूटों का दावा करने वाली फर्म को अपने प्रस्ताव के साथ एनआईटी के अनुसार कार्य के समान दायरे के वैध पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी अन्यथा उनके प्रस्ताव पर विचार नहीं किया जाएगा।
- (iii) भविष्य की सभी जानकारी जैसे। इस निविदा के लिए शुद्धिपत्र/परिशिष्ट/संशोधन इत्यादि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे।
- (iv) प्रस्ताव उक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे, जो उपस्थित रहना चाहते हैं। उक्त तिथि को अवकाश होने पर अगले कार्य दिवस को खोला जायेगा।
- (v) विलंबित/विलंबित/अपूर्ण निविदाएं और ईएमडी और निविदा दस्तावेज शुल्क की घोषणा के बिना निविदाओं को सरसरी तौर पर खारिज कर दिया जाएगा।
- (vi) निविदा केवल वेबसाइट railtel.enivida.com in के माध्यम से देखी और प्रस्तुत की जा सकती है। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। निविदा दस्तावेज रेलटेल की वेबसाइट www.railtelindia.com पर देखा जा सकता है।
- (vii) ई-निविदा के संबंध में बयाना राशि जमा (ईएमडी) और निविदा दस्तावेज लागत (टीडीसी) का भुगतान केवल नेट बैंकिंग या पेमेंट गेट वे के माध्यम से स्वीकार किया जाएगा। ई निविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।
- (viii) निविदाकर्ता निविदा दस्तावेज में उल्लिखित पात्रता मानदंड को पूरा करने के लिए अपने दावे के समर्थन में दस्तावेज प्रस्तुत करेगा। निविदाकर्ता द्वारा प्रस्तुत क्रेडेंशियल्स के समर्थन में दस्तावेजों / प्रमाणपत्रों की प्रति का प्रत्येक पृष्ठ, निविदाकर्ता या निविदाकर्ता फर्म के अधिकृत प्रतिनिधि द्वारा स्व-सत्यापित / डिजिटल रूप से हस्ताक्षरित होना चाहिए। स्व-सत्यापन में हस्ताक्षर, मुहर और तारीख (प्रत्येक पृष्ठ पर) शामिल होगी। केवल वे दस्तावेज जो निविदाकर्ता द्वारा स्पष्ट रूप से घोषित किए गए हैं, "पात्रता मानदंड को पूरा करने के दावे का समर्थन करने वाले दस्तावेज" के रूप में उनकी निविदा के मूल्यांकन के लिए विचार किया जाएगा।
- (ix) "निविदाकर्ता एक गैर-न्यायिक स्टॉप पेपर पर एक नोटरीकृत हलफनामा प्रस्तुत करेंगे जिसमें कहा जाएगा कि वे अयोग्य ठहराए जाने के लिए उत्तरदायी नहीं हैं और बोली के साथ जमा किए गए उनके सभी बयान/दस्तावेज सत्य और तथ्यात्मक हैं। बोलीदाता द्वारा प्रस्तुत किए जाने वाले शपथ पत्र का मानक प्रारूप निविदा दस्तावेज (अनुलग्नक VII) में दिया गया है। बोली लगाने वाले द्वारा शपथ पत्र प्रस्तुत न करने पर उसकी बोली तुरंत अस्वीकार कर दी जाएगी। और निविदाकर्ता के लिए यह अनिवार्य होगा कि वह स्वप्रमाणित सहायक दस्तावेजों की पहचान करें, बताएं और जमा करें, जिसके द्वारा वे निविदा दस्तावेज में उल्लिखित योग्यता मानदंड को पूरा

कर रहे हैं। जहां तक निविदा के लिए उसकी योग्यता का सवाल है, निविदा समिति के लिए निविदाकर्ता के प्रस्तुत दस्तावेज़ से परे की जांच करना अनिवार्य नहीं होगा।

नोट: निविदा दस्तावेज़ में नियम और शर्तें निविदा पोर्टल पर अधिसूचनाओं/निर्देशों/दिशानिर्देशों पर प्रबल होंगी।

प्रधान कार्यकारी निदेशक के लिए,
पश्चिमी क्षेत्र,
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के लिए और उनकी ओर से

रेलटेल
RAILTEL

Check List for Tenderer before submission of Tender:

Sr. No.	Item	Remarks
1	Tender Document Cost (On line payment)	
2	Earnest Money Deposit (On line payment)	
3	Offer Letter duly signed by authorized signatory	
4	Upload Digitally Signed Copy of Tender Document/ Corrigenda/Addenda	
5	Eligibility / Credential Certificate	
6	Affidavit (duly Notarized)	
7	Power of Attorney to Signing the Bid	
8	If the Firm is registered with MSME/NSIC, the Valid Certificate with same scope of work as per Tender	
9	Schedule of Requirements with price for all Items	
10	GST Registration Details	
11	Break-up of taxes/duties as per proforma	
12	Additional Documents enclosed with offer, if any	

Signature of the tenderer

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Chapter I

OFFER LETTER

To,
RailTel Corporation of India Limited,
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi,
Mumbai – 400 013.

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of “Repair and Rectification of Faulty SMPS under Mumbai Territory of RailTel Corporation of India Ltd., Western Region.” as per the Schedule of Requirement under Tender No.: RailTel/WR/E-Tender/OT/2023-24/SMPS Rectification/01 to **RailTel Corporation of India Limited** at the rates quoted in the attached Schedules and hereby bind myself/ourselves to complete the service as per the Schedule of Requirement within **75 days** from the date of issue of Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by RailTel for the present contract.

2. A sum of Rs _____/- (Rupees _____ Only) is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,
- a) I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready or,
- b) I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

Signature of Bidder (S)
Date
Bidder (S) ADDRESS

CHAPTER II

SCHEDULE OF REQUIREMENTS

Name of Work : Repair and Rectification of Faulty SMPS under Mumbai Territory of RailTel Corporation of India Ltd. Western Region, Mumbai

Sr. No.	Item Description	Unit	Qty	Rate (Incl. Taxes) (Rs.)	Amount (Rs.)
1	Repair of 25 Amp. SMR Module of Amara Raja Battery Charger	No.	37	5074	187738
2	Repair of 25 Amp. SMR Module of Eltek Battery Charger	No.	40	4012	160480
3	Repair of 25 Amp. SMR Module of Exicom Battery Charger	No.	19	6136	116584
4	Repair of CSU- Amara Raja	No.	30	5664	169920
5	Repair of CSU- Eltek	No.	9	8260	74340
6	Freight Charges for pickup and delivery of SMR and CSU from Madgaon (Goa) and Mahalaxmi (Mumbai)	Lumpsum	1	9799.9	9799.9
Total Amount (Rs.) (In Figure)				7,18,862/-	
Total Amount (Rs.) (In Words)				Rupees Seven Lakh Eighteen Thousand Eight Hundred and Sixty-Two only.	

i.	I/we undertake to execute the work of schedule of work at -----% (in words-----percent), At Par/below/above of the RailTel's total estimated cost of schedule of work mentioned above.
ii.	It is certified that I/we have inspected the site of work and acquainted myself or ourselves with local conditions.
iii.	I/we have carefully gone through the specifications. Additional special conditions etc attached with the tender document.
iv.	I/we undertake to keep this offer valid for period indicated in Tender from the date of opening of Tender and further not to revoke the same before the expiry of such period.

Note for Guidance	[i] Tenderer should quote his single percentage rate in row (i) above only, At Par/Above/Below the RailTel's estimated cost of work.
	[ii] The single percentage rate to be quoted both in figures and words.
	[iii] Tenderer shall quote all inclusive rates, but there should be break up of basic price and all type of applicable taxes. Since it is percentage basis tender, each SOR item applicable the same percentage quoted by the contractor for concluding base rates. Concessional rate of VAT/Sales Tax/Services Tax shall be charged and against this, Form C will be provided to the tenderer.
	[iv] If none of the above/below/at par is ticked by the tenderer, the quoted single percent will be treated below the RailTel's estimated rate.
	[v] Any discrepancy in rate quoted in figure and words, rate quoted in words will prevail. Calculation mistake, if any, will be corrected and evaluated accordingly.
	[vi] All prices shall be inclusive of all taxes/duties as applicable at present. RailTel will deduct income tax at source as per rates in vogue and service tax liability shall be discharged as per service tax rule.
	[vii] The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of loading, unloading, packing, forwarding, insurance charges, etc.
	[viii] In case of imported equipment :- Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel
	[ix] Evaluation Criteria :- Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charges or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

Signature of the Tenderer

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CHAPTER III

GENERAL CONTRACT TERMS & CONDITIONS

1. General instructions

- 1.1 Tenders are invited on behalf of RailTel Corporation of India Limited, Western Region, Mumbai from Reputed and Reliable service providers for tendered items as detailed in SOR (Chapter II).
- 1.2 Deleted.

2. Description of item

As per Schedule of Requirement.

3. Scope of Work:

The broad responsibility of the contractor under the scope of work for this tender shall be as under:

- i. The Vendor has to collect faulty charger and/or SMPS from RailTel stores at Mumbai and Madgaon by his own arrangement.
- ii. The Vendor has to deliver repaired/rectified charger and/or SMPS to RailTel stores at Mumbai and Madgaon by his own arrangement.
- iii. Repair and Rectification of item confirming to specifications of SMPS as per schedule of requirement.
- iv. No Bypass of circuitry is allowed in any circumstances.

4. Offer letter and Validity of Offer

- 4.1 The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be repaired, associated prices etc. Make and Model of SMPS are given in tender for assessment of specification of material. Vendor has to rectify the SMPS without changing the specification and restore it to its original service level.

4.2 Quote in Figures and Words

The lowest offer will be evaluated on the basis of overall cost offered by the tenderer for all the items. RailTel reserve the right to divide the quantity of items required among the vendors, as deemed fit.

- 4.3 The offer should remain valid for a period of 45 days from the date of opening.

5. Warranty/ Guarantee/Technical Capability/Financial Capability :

- 5.1 The contractor shall warrant that repaired item shall be free from all defects and faults in

material, workmanship and repair shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

5.2 The contractor shall give warranty of materials supplied by them for a period of **06 months** from date of receipt of materials.

5.3 If it becomes necessary for the contractor to replace any defective materials under this clause, the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 06 months from of receipt of material.

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

5.5 **Technical Capability : Not Applicable**

5.6 **Financial Capability : Not Applicable**

6. **Delivery Period: Deleted**

7. **Place of Delivery**

Details of SMR, CSU and corresponding locations are mentioned in Annexure-V. Vendor has to pick and deliver at mentioned centralized locations.

8. **Payment Terms**

90% on receipt of rectified material at site & **10%** after completion of warranty period of 06 months duly inspected and accompanied with the following documents:

- Invoice: Tax Invoice as per GST Provision.
- Tax Invoices shall have clear bifurcation of basic price and GST, indicating the break-up of the GST for availing CENVAT Credit.
- The Tax Invoices shall be raised state wise(place of service and supply) in the name of:

State	Authority	Address	RailTel GSTIN
Maharashtra	Principal Executive Director, Western Region	RailTel Corporation of India Ltd., Western Railway Microwave Complex, Opp. Ambika Mill, Senapati Bapat Marg, Mahalaxmi(West), Mumbai-400013.	27AABCR7176C1ZD

State	Authority	Address	RailTel GSTIN
Goa	Principal Executive Director, Western Region	RailTel Corporation of India Ltd., Railway Microwave, Old Madgaon Railway station, Margao, Goa-403001	30AABCR7176C1ZQ

- Indicating the place of supply and shall be submitted at Mumbai & Madgaon.
- All Tax Invoices raised should be serially numbered as per GST provision.
- GST No. of RailTel & Vendor should be mentioned on the face of the Tax Invoices.
- Vendor should comply all provision of CGST/SGST/UGST Act.
- Passing Authority: Territory Manager/Mumbai.
- Paying Authority: Joint Regional General Manager /F/WR/Mumbai
- All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- All payment shall be made in Indian Rupees only.
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of vendor as per warranty clause 5.
- All payments to be made directly to the Contractor through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel

9. Updation of Labour data on Railway's Shramikkalyan Portal:

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (I) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (II) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (III) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

- (IV) After approval of LOA by Engineer, contractor shall fill the salient details of contract labour engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (V) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year.

10. Performance Bank Guarantee (PBG)

The procedure for obtaining Performance Guarantee is outlined below:-

- (a) The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOA may be given by competent authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 15 (fifteen) days, i.e. from 16th day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 30 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.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value: No other format of PBG will be accepted except schedule PBG.
- (i) Irrevocable Bank Guarantee : (Annexure:II)
- (ii) A separate advise 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 advise of BG through SFMS to the RailTel's Bank.

The RailTel's bank details are as under :

Account No. : 317801010036605.

A/c Name : RailTel WR collection A/c.

Bank Name : Union Bank of India.

Branch Name : Mahalaxmi branch.

Branch Address : 22, Bhulabhai Desai Road, Mahalaxmi chambers,
Mahalaxmi, Mumbai-400026.

IFSC Code : UBIN0531782.

Swift Code : UBININBBLOP.

- (c) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued. The PBG shall be initially valid up to warranty period plus 120 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time, for completion of work plus 120 days.
- (d) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (Five percent) for excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Bank Guarantee (PBG) shall be released after the warranty period, based on the certification by the RailTel official mentioning that the contractor has completed the supply in all respects satisfactorily, as per terms and conditions of the contract and 'No Claim Certificate' from the consignee.
- (f) Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed, the balance supply shall be done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (g) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
- (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
- (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

Note:

Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.

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

11. Liquidated Damages

The timely delivery is the essence of this work. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the Contract value. RailTel will have the right to cancel the order, place order on alternative source besides levying the L.D. In such case the PBG will be forfeited and the tenderer will not be allowed to participate in the tender. The competent

Authority while granting extension of currency of the contract may also levy token penalty as deemed fit based on the merit cases.

12. Transportation

The rates quoted should be F.O.R. destination.

13. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

14. Issue of Letter of Acceptance / Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of Letter of Acceptance shall constitute the award of contract on the bidder.

15. Purchaser's Right to Vary Quantities

15.1 The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The quantities quoted in the bid are not firm and may be varied at the time of awarding of the Contract.

15.2 The Contract value may vary within +/-25% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender. In case of such variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.

Quantities operated in excess of 125% of the agreement quantity of the concerned item shall be paid 98% of the rate awarded for that item in this tender. Quantities operated in excess of 140% of but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in this Tender. Variation in quantities of individual items beyond 150% will be executed through fresh tenders or by negotiating with the existing contractor with finance concurrence and approval of competent authority.

16. Splitting of Order

Not Applicable.

17. Purchaser's Right to accept any Bid and to reject any or all Bids

The purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

18. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 14 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the

Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

19. Earnest Money Deposit (EMD)

- i. Earnest Money as per Tender Notice shall be submitted online only.
- ii. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance and furnish performance security in accordance terms and conditions mentioned in document.
- iii. Tenders not accompanied by Earnest Money shall be summarily rejected.
- iv. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible.
- v. The successful bidder's EMD will be discharged upon the bidder's acceptance of the Letter of Acceptance satisfactorily and furnishing Performance Bank Guarantee in accordance with Clause 10.
- vi. **For NSIC/MSME registered firm:**

Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender following exemption shall be available i) They shall be exempted from cost of tender document. ii) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate, for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED.

20. Trade Receivables Discounting System (TReDS) for MSME:

1. "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

2. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor

3. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

4. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

21. FALL CLAUSE

- i. The price charged for the stores under the contract by the contractor shall not in any event exceed the lowest price at which the contractor sells the stores or other offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may be during the period till the performance of all supply orders placed during the currency of the Purchase Order is completed.
- ii. If at any time the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person / organization including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sale price to the Purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to,
 - (a) Export / Deemed Export by the contractor,
 - (b) Sale of goods such as drugs which have expiry dates, and
- iii. The Contractor shall furnish the following certificate to the bill paying officer along with each bill for payment of supplies made against the contract. "I / We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may be, up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchase order under the contract except for quantity of Stores categorized under sub-clause (a) & (b) of sub para II above, details of which are as follows: "

22. BID PRICES, Taxes & Duties

The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of price need to be individually indicated in their Tax Invoices/bills against the goods it proposes to

supply under the contract as per schedule given in Chapter II. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deducted the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority.

23. Clause wise Compliance

Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses.

24. Provenances of the equipment

In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the satisfactory performance of the material supplied and services rendered by him like Manufacturer's test cum Guarantee certificate.

25. Training: Deleted.

26. Inspection: Deleted.

27. Force Majeure

Force Majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

28. Settlement of Disputes and Arbitration

In case of any dispute concerning this order both the vendor 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.

29. Governing Laws

This contract shall be interpreted in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

30. Termination for Default

30.1 The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the vendor, terminate this contract in whole or in part.

- a. If the vendor fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b. If the vendor fails to perform any other obligation(s) under the contract; and
- c. If the vendor, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice form the purchaser.
- d. If the vendor doesn't return the faulty material in 30 days.

30.2 In the event the purchaser terminates the contract in whole or in part, due to nonperformance of the contractor, the Purchaser may proceed, to procure upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and in such case the PBG shall be forfeited.

31. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the vendor, without compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

32. Bid Submission and Opening date

32.1 The e-tender can be viewed and submitted through web site railtel.enivida.com only. The tenderer / bidder must have Class-III Digital signature Certificate and must be registered on eNIVIDA portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender and any such manual offer received shall not be opened/accepted.

Last date & time of submission of queries/clarifications: One week before the schedule date of tender opening. It is requested that any queries/clarifications regarding the tender may be sent to the RailTel's office latest by one week before the opening date schedule through e-mail to nikhil.bhatwalkar@railtelindia.com (in word format) & hard copy by post.

32.2 The Purchaser address :-

**Principal Executive Director,
RailTel Corporation of India Ltd., Western Region,
Western Railway Microwave Complex,**

- 32.3 **Last date of Submission:** The tenderer shall submit their offer, online only as per date and time mentioned in E-Tender notice.
- 32.4 **Date of Opening of Tender :** The tenders will be opened as per date and time mentioned in E-Tender notice, at the address:- Principal Executive Director, RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400 013.



CHAPTER IV :

Annexure-I

Technical Specification

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Annexure-II

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANK GAURANTEE BOND**

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 (Hereinafter called “the RailTel”) having agreed to exempt
.....(hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.
dated made between and
..... for (hereinafter called “
the said Agreement”) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,
.....(indicate the name of the Bank) hereinafter referred to as
“ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank and our local branch at Mumbai (indicate detail address of local Mumbai branch code no.)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 a breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

We, the Bank further agree that this guarantee shall be invocable at our place of business at/Mumbai (indicate detailed address of local Mumbai Branch with code no.). The branch at Mumbai is being advised accordingly.

(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.

Dated the day of, 20--
for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Annexure-III

AGREEMENT

An AGREEMENT made this _____ day of _____ two thousand and Twenty Three, between RailTel Corporation of India Limited, having its Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023, acting in the premises through Director/Projects or his successor _____ of M/s RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi (West), Mumbai - 400013 (hereinafter referred to as 'RailTel ') of one part and M/s _____ (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for (**NAME OF WORK**) as per Tender papers at Annexure 'A' hereto the Contractor has submitted a bid as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for _____ as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C hereto and at an estimated contract value of Rs. _____ (Rupees _____ Only).

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

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____

The contractor within named in the presence of :

1. Signatures
Date
Name in Block Capitals

- Address
2. Signatures

Date
Name in Block Capitals
Address

Signed and delivered at _____ for and on behalf of
RailTel by Shri _____ (Director / Projects or his successor) in the
presence of :-

1. Signatures
Date
Name in Block Capitals

2. Signature
Date
Name in Block Capitals

Address:

Annexure 'A' : Tender Paper No.
Annexure 'B' : Firm's Tender No.
Annexure 'C' : Letter of Acceptance of

(Signature) _____
Dated:

Complete with enclosures

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Annexure-IV

**The Joint General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400 013.**

Sub. : Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for Online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

1.	Beneficiary Name :	M/s
2.	Beneficiary Address :	
3.	PAN No.	
4.	GSTIN (list)	
5.	Bank A/c No. :	
6.	Name of Bank :	
7.	Bank Branch Address:	
8.	Branch Id Code :	
9.	Current Account No.	
10.	RTGS / IFSC Code :	
11.	NEFT/ IFSC Code :	
12.	MICR no.	

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For
for Online payments

**Authorized Signatory
Signatory**

Verified above Bank Particulars

Bank's Authorized

Annexure-V

Name of locations for supply of material

Sr. No.	Territory	State	Station/Location with states	Material Qty (No.)		Consignee
				SMR	CSU	
1	Mumbai	Maharashtra	RailTel Corporation of India Ltd. Western Railway microwave complex, Senapati Bapat Marg, Maharashtra, Mumbai - 400013	55	19	Sr. Manager/Stores RCIL/Mumbai
2	Mumbai	Goa	RailTel Corporation of India Ltd., Railway Microwave, Old Madgaon Railway Station, Margao, Goa-403001	41	20	Sr. Manager/ Madgaon

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Annexure-VI

TAX BREAK UP

<u>S.N.</u>	<u>Item description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Base price Rs.</u>	<u>GST %</u>	<u>Any other Tax / charges</u>	<u>Unit price including all Taxes & charges</u>	<u>Total Cost Rs</u>

TIN No.
PAN No.
GST No.

Signature and Seal of Tenderer

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Annexure-VII

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The 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 (_____ **RCIL**), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

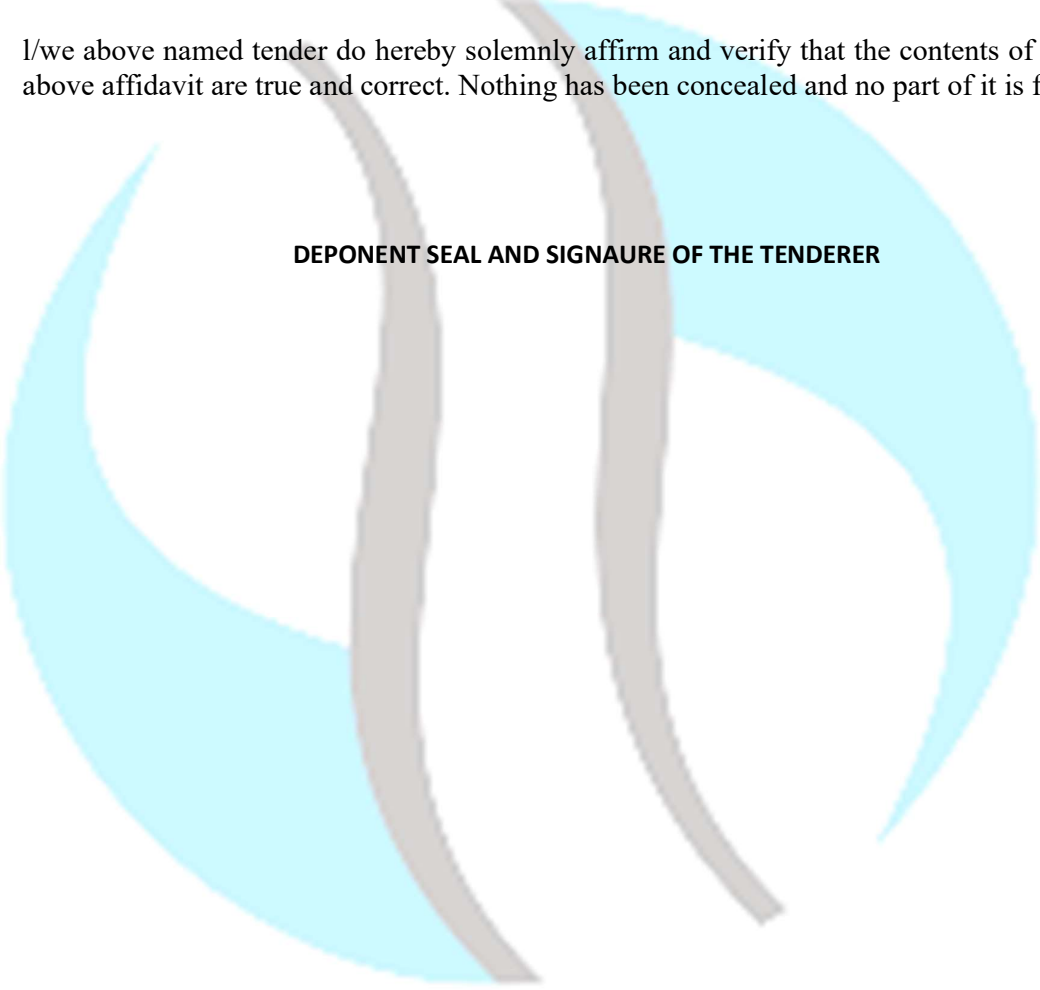
1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel's website www.railtelindia.com or railtel.enivida.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation in the content of the Tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, 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 tender 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 tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire **RCIL**. Further, I/we (name of the tenderer)** _____ and all 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 read 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 **RCIL**.

DEPONENT SEAL AND SIGNAURE OF THE TENDERER

VERIFICATION

I/we above named tender 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



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Annexure-VIII

STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)
(On Stamp paper of Rs. One Hundred)

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

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

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

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage
and the assessment of such compensation therefore would be made by the -----/RailTel/Region, or
his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____ 20--
for and on behalf of M/s _____ (Contractor)

Signature of witness

Name and witness in Block letters

Address



*******END OF THE DOCUMENT*******

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