



**RailTel Corporation of India Ltd.**  
**143, Institutional Area, Sector-44**  
**Gurgaon-122003 (NCR), Tel. No.: +91 124 2714000,**  
**FAX: +91 124 4236084**

200 रेलवायर साथी क्योस्क, को ग्रामीण रेलवे स्टेशन पर, के निर्माण एवं स्थापना हेतू E-निविदा दस्तावेज

**ELECTRONIC TENDER DOCUMENT**

**FOR**

**“Fabrication and Installation of 200 RailWire Saathi Kiosk  
at Rural Railway Stations”**

**E- निविदा न. रेलटेल/टेंडर/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt 16.11.2018**

**E-Tender Notice No. RAILTEL/ TENDER/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt 16.11.2018**

**Due for opening on 11.12.2018**

**CIN-U64202DL2000GOI107905**



143, संस्थागत क्षेत्र, सेक्टर-44,  
गुडगांव-122003, दूरभाष: 0124-2714000, फैक्स: 0124-4236084

**E-Tender Notice No. RAILTEL/ TENDER/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt  
16.11.2018**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), क्योस्क के निर्माताओं को 200 रेलवायर साथी क्योस्क, को ग्रामीण रेलवे स्टेशन पर, के निर्माण एवं स्थापना हेतु, निविदा में शामिल होने के लिए E-निविदा आमंत्रित की जाती है। इच्छुक निविदाकर्ता E- निविदाएँ नीचे दिए गए नियमों व कार्यक्रम के अनुसार जमा करें।

a)	निविदा downloading की शुरुआती तिथि	17.11.2018
b)	Pre-Bid बैठक की तिथि	28.11.2018 को 1500 बजे
c)	निविदा downloading की अंतिम तिथि	11.12.2018 को 14.30 बजे तक (Online)
d)	E- दस्तावेजों की प्रस्तुति	11.12.2018 को 15.00 बजे तक (Online)
e)	E-दस्तावेजों को खोला जाना	11.12.2018 को 15.30 बजे (Online)
f)	सप्लाय का अनुमानित मूल्य	₹. 4.56 crore (excl. Tax)
g)	धरोहर राशि (ईएमडी) #	₹. 5.0 लाख *
h)	निविदा दस्तावेज की कीमत #	₹. 2950/- (inclusive all) *

\* ये बैंक ड्राफ्ट द्वारा रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, नई दिल्ली के पक्ष में देय होगा।

# सिंगलपॉइंट के तहत NSIC से मान्यता प्राप्त लघु उद्योगों को निविदा दस्तावेज का मूल्य एवं धरोहर राशि (ईएमडी) जमा कराने से छूट दी जाती है

**नोट:-** निविदा सूचना और निविदा दस्तावेज वेबसाइट [www.railtelindia.com](http://www.railtelindia.com) तथा e-Tendering Portal <https://www.tcil-india-electronictender.com> पर उपलब्ध रहेंगे जिसे निविदाकर्ता डाउनलोड कर सकते हैं लेकिन निविदा केवल इ-टेंडरिंग द्वारा TCIL Portal <https://www.tcil-india-electronictender.com> पर ONLINE ही स्वीकार कि जाएंगी। निविदाकर्ता को e-बिड जमा कराने के लिए TCIL Website से एक अधिकृत इ-दस्तावेज डाउनलोड करना आवश्यक है। Corrigendum /addendum /amendments सम्बंधित जानकारी केवल TCIL Portal पर ही उपलब्ध होंगी। निविदा दस्तावेज कि छपी हुई प्रति बिक्री के लिए उपलब्ध नहीं होगी।

बैंकड्राफ्ट RailTel Corporation of India Limited, के पक्ष में, नईदिल्ली में देय होना चाहिए !

शुद्धि पत्र आदि केवल TCIL Website <https://www.tcil-india-electronictender.com> पर उपलब्ध होंगे !

निविदाकर्ता को निविदा सम्बंधित खर्च, जैसे निविदा तैयार करवाने ,जमा करवाने तथा निविदा में भाग लेने आदि जैसे सभी खर्च स्वयं वहन करने होंगे। रेलटेल इन खर्चों के लिए किसी भी दशा में देनदार नहीं होगा, भले ही निविदा का परिणाम कुछ भी हो।

कार्यकारी निदेशक/परिचालन



**RailTel Corporation of India Ltd.**  
143, Institutional Area, Sector-44  
Gurgaon-122003 (NCR), Tel. No.: +91 124 4236085-86,  
FAX: +91 124 4236084

**E-Tender Notice No. RAILTEL/TENDER/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt  
16.11.2018**

RailTel Corporation of India Ltd. (RailTel) invites E- Bids from the Kiosk manufacturers for the Fabrication and Installation of 200 RailWire Saathi Kiosk at Rural Railway Stations.

The details are as under:

a)	E-Tender down loading.	17.11.2018
b)	Pre Bid Meeting	28.11.2018 at 1500 hrs.
c)	Last date & Time of downloading	11.12.2018 up to 14:30 hrs.
d)	Submission of e-Bids	11.12.2018 up to 15.00 hrs (Online)
e)	Opening of e-Bids.	11.12.2018 at 15.30 hrs (Online)
f)	Approx. value of supplies	Rs. 4.56 crore (excl. Tax)
g)	Earnest Money (EMD #	Rs 5.0 Lakh
h)	Cost of Tender Document	Rs.2950/- (Inclusive all) *
	* These will be payable by Bank Draft in favour of RailTel Corporation of India Limited, New Delhi.	

# Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents and from depositing Earnest money.

NSIC Firms will be given preference as per Govt. of India guidelines.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- portal All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**Executive Director/Operations**

## **DISCLAIMER**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by RAILTEL Corporation of India Ltd. (RAILTEL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The Tender is not an offer by RAILTEL, but an invitation for service provider's responses. No contractual obligation on behalf of RAILTEL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of RailTel and the Bidder.

**Tender for Fabrication and Installation of RailWire Saathi Kiosk at Rural Railway Stations**

**BID DETAILS**

1.	Date of commencement of Downloading Bid Document	17.11.18
2.	Last date and time of downloading of Bid Document	11.12.2018 up to 14:30 hrs.
3.	Last date and time for Submission of Bids	11.12.2018 up to 15:00 hrs.
4.	Date and Time of Technical Bid Opening	11.12.2018 up to 15:30 hrs.
5.	Place of Submission and Opening of Bids	RAILTEL Corporate Office, Plot No. 143, Sector-44, Gurgaon- 122003
6.	Address for communication	RailTel Corporation of India Limited Plot No. 143, Sector-44, Gurgaon- 122003 Phone no. 0124 2714000, Fax 0124 4236084
7.	Estimate Value of Tender	Rs 4.56 Cr (excl. Tax)
8.	Cost of TENDER	Rs. 2950/- (Inclusive all), Non-refundable should be submitted through DD only in favour of "RailTel Corporation Of India Ltd", payable at New Delhi, before last date and time of bid submission.
9.	Earnest Money Deposit (EMD)	Rs 5,00,000/- ( F i v e L a k h ) should be submitted in the form of DD before last date and time of bid submission in favour of "RailTel Corporation of India Ltd" payable at New Delhi.
10.	Contact to Bidders	Interested Bidders are requested to send the e-mail to: <a href="mailto:nitinhundet@railtelindia.com">nitinhundet@railtelindia.com</a> containing following information, so that in case of any clarification same may be conveyed to them.  Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No. etc.
11.	Performance Bank Guarantee	The Success Bidder shall deposit Security Deposit of 10% of the contract value in form of Performance Bank Guarantee in the prescribed RailTel Proforma.
12.	Pre- Bid Conference & Clarification Requests (On Line)	Last date of Submission of Clarification Date: 27-11-2018  Pre- bid Conference date Date: 28-11-2018 Time: 15:00 hours Venue: Corporate Office RailTel, Gurgaon

**Undertaking (on bidder's letter head)**

To

**ED/Operations**

RailTel Corporation of India Ltd.  
Plot No. 143, Institutional Area,  
Opposite-Gold Souk,  
Sector-44, Gurgaon-122003

Sub: **Response to Tender for Fabrication and Installation of RailWire Saathi Kiosk at rural Railway Stations**”.

Ref: **E-Tender Notice No. RAILTEL/ TENDER/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt 16.11.2018**

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS.
2. I/We also agree to keep this offer open for acceptance for a period of 45 days from the date of opening and in default thereof.
3. I/We agree to offer the best prices for the offered products to RailTel and / or its appointed and prospective implementing agencies during various TENDERS and RFQs etc.
4. We confirm having submitted the information as required by you as Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
5. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work /Managed Services according to the TENDER Specifications laid down by the RailTel.  
I/We have not taken any deviations in the Scope of work, Terms and Conditions, and Technical Specifications as mentioned in the TENDER. Further, we confirm that we have not mentioned any additional conditions, assumptions and if any, found in the Proposal documents shall not be given effect to.
6. We hereby declare that in case we are selected with RailTel, we shall submit the contract Performance bank guarantee in the form prescribed in the TENDER.
7. We hereby declare that our bid is made in good faith, without collusion or fraud. All the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
8. We understand that our bid is binding on us and that you are not bound to accept any Bid you receive.

Thanking you,  
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

## INTRODUCTION

Through this e- TENDER. RailTel intends to select vendor for “**Fabrication and Installation of RailWire Saathi Kiosk at Rural Railway Stations**”.

RailWire Saathi Kiosks will act as a “Wi-Fi Hotspot” to provide an array of services which will make the business sustainable and also provide access to the community. These kiosks will be manned by unemployed youth (named as RailWire Saathi) specially Women or Divyang candidate and they will get the necessary skill development training through specially designed training program. The end user will be the common men who will get the array of services, digitally through the Tablet from the outside of the Kiosk. Bidder should take care all the relevant factor to provide the ease to the end user and safety of the Kiosk as per broad guidelines, like:

1. Easy use of the tablet from outside.
2. Proper lock arrangement of the structure.
3. Proper lightning arrangement inside/outside of the Kiosk.
4. Split window design should be such which provide shades/platform to the user.
5. Proper cup board inside for storage. etc. etc.

### 1. Eligibility Criteria:

This invitation of Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work, for more details on the consortium bids please refer to Annexure-III of Chapter 7bid is limited to reputed companies who have proven experience in the field of Kiosk Design & Development and who fulfill the pre-qualification criteria as laid down in this document. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work, for more details on the consortium bids please refer to Annexure-L

The eligibility criteria for the bidder are as under –

S N	Eligibility Criteria	Supporting Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956/2013 or Partnership/Proprietorship Firms in India	The attested copies of Certificate of Incorporation/ Notary Certified Copy of Partnership Deed is to be submitted.
2	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial years) up to the date of opening of tender should be a minimum of 150% of advertised tender value of work.  Note:- In case of Consortium/JV, each member’s relevant turnover combined together shall be considered against the above mentioned financial capability criteria	The audited Balance Sheet and Profit & Loss Statement for last three financial years are to be submitted as documentary evidence.

3	<p>The tenderer should have executed single order for similar work for a minimum value of 35% of advertised tender value of work</p> <p>Or</p> <p>Two order for similar work for a minimum value of 20% of advertised tender value of work</p> <p>Or</p> <p>Three order for similar work for a minimum value of 15% of advertised tender value of work in Central government agencies, State Government, PSU or any reputed TELCO in the last three financial years (i.e. current year and three previous financial years).</p> <p>Note:- In case of Consortium/JV, only Lead bidder experience shall be considered against the above mentioned criteria of similar work experience.</p>	<p>A copy of the documentary proof for successful commissioning of the work should be submitted.</p>
4	<p>The Bidder should have valid EPF &amp; ESI Registration and Contract Labour (R&amp;A) Act registration.</p>	<p>Bidder must submit the documentary proof for fabrication related business.</p>
5	<p>Bidder should not have been black listed at any time by the Government / Government agency / Public Sector Enterprise/ Telecom Operators or any other organization.</p>	<p>Undertaking to this effect to be Submitted.</p>
6	<p><b>A)</b> The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the 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.</p> <p><b>B)</b> “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be 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 enclosed as Annexure-M. Non-submission of an affidavit by the bidder shall result in summary 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 the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”</p> <p><b>Note:</b></p> <p>a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.</p> <p>b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.</p>	

**Similar work: The work for supply, fabrication and installation of Kiosk/ Prefab Structure for any Government / State Government/PSU/reputed Telco.**

## **2. SCOPE OF WORK**

Selected vendor will be responsible for Fabrication and Installation of the RailWire Saathi kiosk at Rural Railway Stations across PAN India. The kiosk will be equipped with proper lighting arrangement, power points, lockable almirah and lockable racks to put money/valuable items. The material to be used in fabrication should be durable and having life of approx. minimum 10 years. The kiosk will be installed at concourse area of the railway stations (indoor). The kiosk will have 3 sides open having lockable windows in open sides. The kiosk should have printing, mounting and installation of Digital Branding viz, posters placards logos etc. Kiosk should also equip with proper sitting arrangement having 1 chair with 4 castors. Kiosk should have raised Platform made of wooden rafters steel lattice and flooring completed with Ceramic tiles Tough Matt Surfacing.

To execute the project in a timely and professional manner. Selected Bidder shall use commercially reasonable efforts to provide the Services under this Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from, or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of BIDDER.

The Bidder who will be assigned to undertake the work order for fabrication and installation of RailWire Saathi Kiosks by RailTel, to be termed as a Successful Bidder shall undertake the following work:

- a) The kiosks will be fabricated and installed with the same design, equipment and materials etc. Design as per ANNEXURE- H & I
- b) Branding/Stickering will be as per drawing in Annexure H and structure will be as per drawing in Annexure I. A prior approval should be taken from RailTel for the complete structure.
- c) Proper leveling of ground (platform) should be done before installation of RailWire Saathi Kiosk.
- d) Being a turnkey contract, the Bidder will be responsible for any type of construction and installation of kiosk as per design and specification given by RailTel.
- e) Bidder will hand over kiosk and all electrical equipment (along with required LED/Tube lights etc) in running condition.
- f) Any type of pipeline / wiring / civil work required for getting electric connection inside/outside of the kiosk from the point of provision will be done by Bidder within the range up to maximum 10 meter.
- g) Procurement of the material as per tender specification will be the responsibility of the Bidder.
- h) Any type of manufacturing defects in the construction material will be replaced by the Bidder at his own expense for contracts awarded by RailTel.
- i) Bidder will be responsible for rectification of any manufacturing and installation defects in structure for the period of 12 months from the date of handing over to RailTel at his own cost for the contracts awarded by RailTel.
- j) All expenses towards transportation of the material to respective Railway Station shall be borne by the Bidders.
- k) The material which will be used in the Kiosk manufacturing should be of highest standard.

## 2.1 MATERIAL/TECHNICAL SPECIFICATION

S. No	Description	Rem
1	Kiosk Floor shall be raised 30 mm from the RCC platform level, separating it from the level of the RCC railway platform thereby making the kiosk dirt and water-resistant. Floor tiles: Ceramic floor tiles 600 mm x 600 mm, 8 mm thick.	<b>Essential Criteria</b>
2	<p>Wall: Supply of vertical superstructure where walls are made of 50mm thick Polyurethane Rigid Foam insulated panels with 0.4 mm thick coated steel (Yield Strength Minimum 250 MPa) at both the surfaces. The inside layer has the Wood finish steel with 5 layers of coating with RMP (Regular Modified Polyester) technology where in the steel is first coated with Galvanized layer of 120 g per sqm. This will provide longevity to structure. Following are further layers of coating done during RMP coating on steel after galvanization.</p> <p>Back Coating – 0.5 to 1 Micron            Base Metal (GI) – 0.45 to 0.5 mm, 120 GSM GI.            Chemical Treatment – 0.05 to 1Micron            Primer – 5 Micron            Base – 15 Micron            Printing - 1.2 Micron            Clear- 5 Micron            Protective Film- 50 Micron</p> <p>The outer steel surface will be of white with color code RAL 9002 RMP coating.</p> <p>The Wall Panels shall have provision for concealed wiring, Tongue and Groove jointing with Cam-lock mechanism.</p> <p><b>Insulation:</b> Polyurethane Rigid Foam formed in place with density 40KG/Cum.  <b>Anchor Fastener:</b> 10 mm diameter 60 mm length anchor @ 300 mm c/c shall be used for fixing bottom channel with the existing RCC floor on which building will be made.  <b>Base Channel/Angle:</b> A Base Channel (40x40x53 mm) or Angle (50x50 mm) Galvanized with Powder coated of 1.2 mm thick is fixed on the foundation slab.  <b>Accessories :</b> Aluminum POP Rivet (Diameter : 5 mm Length : 18 mm)  <b>Joint Filling:</b> Hybrid Sealant at different joints.</p>	<b>Essential Criteria</b>

3	<p><b>Roof</b> : Mono-Sloped, corrugated leak proof roofing with Polyurethane Rigid Foam (Density , 40 Kg/Cum) based insulated steel panels where the top layer steel sheet is 0.5 mm PPGL (Pre- Painted Galvalume) and the bottom layer steel sheet is 0.5 mm PPGI(Pre-Painted Galvanized). The corrugation thickness is 30mm and 60 mm. Each top Sheet is overlapped at joints. Hybrid Sealants shall be applied at different joints. Anti-reflective paint may be provided for cooling.</p>	<b>Essential Criteria</b>
4	Supporting Steel and Flashing: Minimum 1.5 mm GI Steel with powder coating.	<b>Essential Criteria</b>
5	False Ceiling : PVC False ceiling for enhanced aesthetics. Tongue and Groove joint fixed with Gypsum Screw with length 18 mm, 3mm diameter. Each panel of the PVC ceiling shall be 250 mm wide.	<b>Essential Criteria</b>
6	Electrical : One Ceiling Fan, Four LED Lights of 12 Watt, One main MCB 10 Amp to 16 Amp, Switches 6 Amp, two plug points. Concealed wire conduits and electrical fixtures. There would be modular switches. All the electrical wiring shall be concealed. All electrical items shall be ISI marked.	<b>Essential Criteria</b>
7	<p>Door: Steel Door, 40 mm thick with Honey Comb Paper sandwiched by steel sheet with 0.6 mm thickness. Steel Door Frame made with 1.2 mm thick steel frame along with GI with Powder coating. SS Hinge ISI marked, and door Lock.</p> <p>Door (2100 x 800 mm) shall be made in two parts, the lower part will be 30" height from the bottom. The upper part will have the arrangement to fix it with adjacent wall after opening the door. Both Parts shall have individual handle, hinge and locking arrangements.</p>	<b>Essential Criteria</b>
8	<p>There will be two windows at side and one main counter window.</p> <p>a) The front( or Counter window) window frame 4 feet x 6.5 feet approximately will be made of GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) with sliding window covers which will be made of 40 mm thick coated steel panel with Honey Comb Paper, similar to the door leaf. There will be window grill made with GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) to enhance the safety and security.</p> <p>b) The two side windows (Approximate size 1186 mm x 600 mm height) will have steel grills and frame (both grill and frame shall be made with GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization). Both the windows will have open able covers (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) which can be opened towards the inside of the kiosk and that same will act as counter at two sides. The covers will be made of GP Steel plates (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) and frames.</p>	<b>Essential Criteria</b>

9	Anchor Fastener: 10 mm diameter 60 mm length anchor @ 300 mm c/c shall be used for fixing bottom channel with the existing RCC floor on which building will be made.	<b>Essential Criteria</b>
10	Print/Posters: Developing, printing (minimum 80 GSM with lamination) and installation of print branding viz. posters, message boards and feature list. RailWire Saathi Concept logos will be fixed. Total branding area shall be minimum 100 sqft.	<b>Essential Criteria</b>
11	Supply of one revolving chair and two Steel cabinets with drawers (size 1 feet x 1.5 feet x 1.5 feet depth with drawer height 0.5 feet). There shall be one wooden counter table (6 feet long x 2 feet wide) at the counter window. The Cabinets and drawers shall be placed at two sides for the convenience of the person sitting on the chair and attending the counter.	<b>Essential Criteria</b>
12	Additional Foundation in platform where RCC Floor is not available: 150 mm thick RCC (1:2:4) with single layer 8 mm diameter reinforcement steel @ 250 mm C/C. Size of the foundation shall be 10 feet X 10 feet. Base layer has to be paved with one layer of BFS (Brick Flat Soling) ( refer drawing of Annex K)	<b>Essential Criteria</b>

### 3 FABRICATION AND INSTALLATION OF KIOSK

- (i) The Bidder shall extend all necessary coordination to obtain any or all permission and/or clearance from any/ all authorities, government or otherwise along with RailTel for getting the space & installation of Kiosk at rural Railway Stations.
- (ii) Neither RailTel nor the Bidder shall be liable for any inability to fulfill their commitments and obligation hereunder occasioned in whole or in part by Force Majeure occurrence shall be notified to the other party within 15 days of such party may be entitled to, though not being obliged to terminate this agreement.
- (iii) A prior approval of the complete design based on the Annexure H & I should be taken by the successful bidder from RailTel. The Bidder shall install/erect the kiosks strictly as per the approval given by the RailTel. The architecture and structural arrangements of kiosk shall be strictly as per RailTel's specifications. The quality of kiosks shall be of very high standards and it should not spoil the look/aesthetics of the Railway Stations. If in the opinion of RailTel, the quality/standard of kiosk is not up to the mark, RailTel may instruct replacement of such kiosk and the same shall be binding on the Bidder. No alteration in the kiosk including electric installations and wiring shall be made by the Bidder without the prior permission of RailTel in writing.

### 4. RATES & Taxes

#### Tax variation:

- 4.1 Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

## **4.2 GST:**

- 4.2.1** 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 packing, forwarding, freight up to destination, insurance charges.
- 4.2.2** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.2.3** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.2.4** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.2.5** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.2.6** Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 4.2.7** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.2.8** In regards to work contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender. Bidder should follow provision of registration as per GST law.
- 4.2.9** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 4.2.10 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.

#### 4.2.11 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 charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

## 5. BIDDING PROCESS

### E-tendering Instructions to Bidders

#### General

For E-Tendering bids /information by bidders is to be submitted “Online” on TCIL’s e-Procurement Portal. Any document / information pertaining to this tender will have to be submitted by the bidder ON LINE. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special is quoted by the tenderer in the technical & commercial deviation templates.

#### **PLEASE NOTE**

THE TENDERERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE E-TENDERING PORTAL ‘<https://www.tcil-india-electronictender.com>’, AND SHOULD ENCLOSE COST OF THE TENDER FORM ALONG WITH THE OFFER IN THE FORM OF DD IN FAVOUR OF RAILTEL CORPORATION OF INDIA LTD payable at NEW-DELHI.

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-procurement portal, and this should be done well before the deadline for bid-submission.

#### **Submission of Bids only through online process is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### 1. Tender Bidding Methodology:

Sealed Bid System - ‘Single Stage – Single Envelope’: In this, bidder has to submit both Technical as well as Financial bid in separate envelope “ONLINE.”

#### 2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Documents on ETS
  - Query to RailTel (Optional)
  - View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS. -
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### 3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### 4. Registration

To make use of the ElectronicTender® portal ([https:// www.tcil-india- electronictender. com](https://www.tcil-india-electronictender.com)), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

### **Pay Annual Registration Fee as applicable.**

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile

Helpdesk Executives 91-11-26241790 (**Multiple lines**)

E-mail ID : [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)

(Mobile Nos for Emergency only) : 9868393775, 9868393717, 9868393792

RailTel Contact-I ( for general Information )  
Nitin Kumar Hundet / Asst. GM/O&M  
Telephone/ Mobile 97176-44466  
E-mail ID nitinhundet@railtelindia.com

RailTel Contact-II ( for general Information )

RailTel's Contact Person  
Jagdeep Singh/ED /Operation  
Telephone/ Mobile: 9779244100  
E-mail ID: jagdeep@railtelindia.com

#### 5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

**NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.**

#### 6. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area Plot 143, Sector 44, Gurgaon. before due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a) **EMD-Bid Security** in Original, in favour of RailTel Corporation of India Ltd., Payable at New Delhi. (with Tender No., Name of Firm & Mob. No. written on back side of DD)

b) **DD/ Bankers Cheque in original against payment of tender fee** in favour of RailTel Corporation of India Ltd., Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)

**(The bids without accompany EMD and Tender Fee will be summarily rejected.)**

c) **Power of attorney** to be submitted in accordance.

d) **In case bidder happens to be a NSIC bidder**, the documentary evidence for same shall be submitted.

**NOTE: The Bidder has to upload the Scanned copy of all above original Documents as Bid-Annexures during Online Bid-Submission.**

#### 7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents, NSIC certificate and other documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted in RailTel Office before Tender opening date. Bids without these off line submissions may be rejected.

## 8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

### 9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.**

In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

#### 10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

#### 11. The following **KEY INSTRUCTIONS for BIDDERS' must be assiduously**

##### **Adhered to:**

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
6. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

13. Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training..

**Tentative Dates** Date of uploading of Tender document + 7 days

**Venue** :RailTel Corporation of India Limited,

Plot No. 143, Sector-44,

Opp. Gold Souk Mall,

Gurgaon -122003.

Vendors Training Charges: Rs. 5,000/-(Per Participant) per training day (plus GST as applicable).

Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

**14. Other:**

The bidder will have to submit the Bid in sealed envelopes, duly super scribing “**Tender for Fabrication and Installation of RailWire Saathi Kiosk at 200 rural Railway Stations**”. It will contain all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped.

The bid should consist of the following:

- 1) Earnest Money Deposit and Cost of Tender document as specified in this document.
- 2) A letter on bidder’s letterhead mentioning the following:
  - a) Details of EMD submitted, technical competence and experience of the bidder.
  - b) Certifying that the period of the validity of the bids is 45 days. from bid submission date.
- 3) Each & every page of bid & tender document should be marked with numerical numbers and Signed and stamped by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid. Page number of documents submitted in their offer must be given in the Check list.
- 4) Compliance Statement as per Annexure A on bidder’s letter head.
- 5) Bidders Profile Information as per Annexure B on bidder’s letter head along with supporting documents.
- 6) Eligibility Criteria Compliance along with supporting documents as per Annexure C.
- 7) Compliance of Technical Specifications as per Annexure D.
- 8) Check List Compliance as per Annexure-E on bidder’s letter head.
- 9) Commercials as per Annexure-F, mentioning component wise costing.

## **5.1 BIDDING DOCUMENT**

The bid document can be downloaded from website: [www.tcilindia-electronictender.com](http://www.tcilindia-electronictender.com) and cost of Tender as specified in the bid document should be submitted through non-refundable Demand Draft in favour of 'RailTel Corporation of India Limited' payable at New Delhi at the time of submission of bids along with Technical Bid.

### **5.1.1 Contents of Bidding Document:**

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per TENDER, failing which the bid will be rejected as non-responsive.

### **5.1.2 Amendment of Bidding Document:**

At any time prior to the last date for receipt of the bid, RAILTEL may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the tender document by an amendment.

The amendment will be notified by posting the same on our official website [www.tcilindia-electronictender.com](http://www.tcilindia-electronictender.com). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, RAILTEL may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the said website.

RailTel reserves the right to increase/decrease the quantity of kiosks, rate, terms and conditions of the initial order without assigning reason and also amend/modify the terms and conditions of Tender.

The successful bidders not adhering to the time frame mentioned in the work order will invite penalty, as fixed by RailTel including Termination of Award.

## **5.2 PREPARATION OF BIDS**

### **5.2.1 Language of bids:**

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and RAILTEL, must be written in English.

### **5.2.2 Bid Prices:**

Bidder should quote rates per item mentioned in Annexure-F. The quoted price shall be uniformly applicable for 10 weeks / performance to any part of the country and shall be inclusive of incidental charges such cost toward boarding, lodging, travel etc.

GST & other applicable local taxes shall be paid over and above on actual basis on production of documentary evidence.

**Note: If any taxes to be paid by the RailTel same should be mentioned explicitly. RailTel will not be making any other payment except those mentioned in the commercial bid.**

#### 5.2.3 Validity of bids:

Bid shall remain valid for 45 days from date of opening mentioned in this document. A bid valid for shorter period is liable to be rejected by RailTel. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 45 days, if so desired by RAILTEL in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid amount.

#### 5.2.4 Terms and Conditions of the bidder:

The bidders are allowed not to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders should also describe clearly in what respect and up to what extent the services being offered differ/ deviate from the specifications laid down in the technical specifications and requirements.

#### 5.2.5 Last date of receipt of bids:

Bids must be received by RAILTEL at the address specified under clause "Bid Details" not later than the time and date specified there in. In the event of the target date for the receipt of bids being declared a holiday for RAILTEL, the bids will be received till the target time on the next working day. RailTel may at its discretion extend the bid submission date. The modified target date & time will be notified in the web site of RailTel.

#### 5.2.6 Deadline for Submission of Bids

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/bid should be addressed to RAILTEL at the following address:

The Group General Manager/Operations  
RAILTEL Corporation of India Ltd.  
Plot no.143, Institutional Area,  
Sector-44, Gurgaon-122003

#### 5.2.7 Modification and Withdrawal:

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid. In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

### 5.3 Evaluation Criteria

1. The bidder has to submit the bid sealed packed containing technical bid and price bid in an envelope at a single stage only at e-procurement portal only.
2. The bids of all the bidders will be evaluated based on the tender conditions/eligibility criteria.
3. RailTel may discharge the tender at any stage without assigning any reason.

In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. The Purchaser reserves the right to accept or reject any bid without assigning any reason thereof. Decision of the Purchaser in this regard shall be final and binding on the bidders.

RailTel may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

**Bidders will have to submit project plan with timelines accepted by RailTel. In case the bidder is not able to meet the milestones, then RailTel will have the right to reallocate the awarded Railway Stations to other selected Bidders to meet the goals of Tender.**

#### 5.3.3 Clarifications of Bids

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

#### 5.3.4 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel. The format to be used for seeking clarification is mentioned as an Annexure L in this RFP. To clarify all the queries/concerns received, a Pre-Bid Conference shall be conducted as per the schedule mentioned in Bid Data Sheet. Each bidder shall be allowed to accompany maximum two persons including those from OEMs. Any query submitted after the expiry of the time line for submission of queries will be rejected.

#### 5.3.5 Bid Currency:

Prices shall be expressed in Indian National Rupees only.

#### 5.3.6 Preliminary Examination of Bids:

Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

#### 5.3.7 Contacting the Purchaser

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Purchaser's decision will be final and without prejudice and will be binding on all the parties.

### 5.3.8 Cost of Bid

The bidder will bear all cost(s) associated with the preparation and submission of bid, including cost of presentation(s), reference site visit, etc. for the purposes of clarification of the bid. RAILTEL will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 5.3.9 Purchasers Right to Accept or Reject any Bid or all Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by the bidder. The Purchaser reserves the right to select more than one Bidder keeping in view its large requirements.

## 5.4 SUBMISSION OF BIDS

5.4.1 The bidders shall duly complete all the formats and the same will be submitted physically on or before last date and time specified in the Bid document. The bid Submitted by the bidder is binding the bidder to the contract. In event of the specified date for submission of bids/supporting documents being declared a holiday for the RAILTEL, the bids/supporting documents will be received up to specified time on next working day.

5.4.2 Bidders are required to submit the signed copies from authorized signatory of all the technical supporting documents in physical form duly in sealed cover on or before date and time of bid submission.

## 6. System of Award of Contract & Execution of Contract

6.1 Formal agreement will be signed with the successful bidder on Rs. 100/- stamp paper.

### 6.2 Execution of Contract

RailTel reserves the right to inspect establishments / fabrication units of the selected bidder. All or any one of the executed fabrication works would be inspected by RailTel or through any other agency, appointed by RailTel before entrusting the work for which, decision of RailTel shall be final and binding on the successful bidder.

**Area of Kiosks:** An area measuring approx. 10 ft x10 ft will be allocated for installation of the Kiosk at inside/outside the concourse area of the Railway Station.

The Bidder shall not deny or hesitate in accepting any site given to him for fabrication and installation of kiosk.

As per requirement of the site, the bidder may have to modify the design of the kiosk after obtaining the permission from RailTel. For example, if site is under stair case or cctv camera etc. coming in the way of the kiosk site. Accordingly, the successful bidder shall fabricate and install the kiosk with prior approval from RailTel.

The Bidder will be responsible for compliance with applicable laws such as Provident Fund Law, Labor Laws or any other law and approval from statutory authority, if required. RailTel will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Bidder.

### **6.2.1 Time Period for Fabrication and Installation of Kiosks.**

All the sites for kiosks will be handed over to successful bidders as indicated in ANNEXURE- G. The time period shall start from the date of issue of Letter of Acceptance (LOA)/ Work Order. The RailWire Saathi Kiosks completed in all respect shall be handed over to RailTel in the timelines.

On the basis of allotment of sites for kiosks, actual time frame for the completion of kiosks shall be decided at the time of issue of work order.

**The successful bidder will be required to submit acceptance of LOA/Work Order within the period of 3 days and Install one of the allocated sites as a proof of concept (PoC) within 10 days from date of issuing of LOA/Work Order. By successful acceptance of PoC site from RailTel only, bidder may go ahead to execute the project as per allocated sites & time line.**

The bidder will be required to complete the project within 10 weeks of award of contract for the same. Bidder will have to get the User Acceptance test within this period from the RAILTEL

The successful bidder will have to hand over RailWire Saathi Kiosks to RailTel within the time specified in the work order after successful fabrication, installation of kiosk, installation of electricity connection etc. at the allotted sites to the satisfaction of RailTel. All the kiosks will be fabricated and installed at rural Railway Stations. The bidder has to complete the fabrication, installation of kiosk, electricity connection etc. of allotted kiosks within time specified in the work order and no extension whatsoever shall be granted.

The bidder will install the kiosks during the time period as per guidelines laid down by RailTel. The Kiosks may require installing on the time as specified/permitted by Indian Railways, even during night time also.

The Bidder shall bear the cost of repairs and maintenance etc. for a period of one year.

The Bidder will be responsible for the cost of removing debris from the premises and will be responsible for all damage to the commission area like flooring, lifts cars etc. during the process of installation/fabrication of kiosks. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by Railways/RailTel including any extra security costs, which are caused by, or in connection with, the work will also be on the Bidder account. The Bidder will have to bear the cost of the damage plus service charges. However, before incurring any such costs, the Bidder will be briefed on the requirements by Railways/RailTel.

### **6.3 SAFETY:**

- (i) The Bidder shall be responsible for the safety of the workers at construction site. Accordingly the Bidder shall provide to the manpower, all the safety gears i.e. helmets and other tools. RailTel will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the bidder

- (ii) The Bidder shall carry out work in such a manner that safety of the general public be ensured from any damage or injury arising out at the construction work site. The Bidder shall be solely liable for the claim and litigation, if any arising in such situation and the bidder shall keep RailTel absolved for any liability.
- (iii) The material to be used for construction shall be used of reputed brand / make as approved by RailTel.
- (iv) All preventive and safety measures shall be taken by the Bidder to ensure that no damage to material, building / person (s) / machinery and or to equipment take place during the course of construction.
- (v) The Bidder shall indemnify / compensate RailTel fully in respect of such losses / damages / claims / demands. The loss / damage so occurred will be assessed, calculated and levied after investigation / inquiry by authorized representatives of RailTel.
- (vi) The Bidder shall issue Identity Cards to all its workers at construction site, bearing their photographs at own cost. Nothing contained herein shall be construed as establishing a relation of employee and employer between RailTel and Contractor or its employees.
- (vii) The supervisor / representative of the Bidder at site shall always be carrying necessary documents from the RailTel authorities to carry out the installation work.
- (viii) The Bidder shall be responsible for all types of injuries and accidents to its staff, and take necessary insurance cover for the same
- (ix) RailTel will not be liable for any liability arising under the labour laws or any other law of the land incurred by the Bidder including taxes.
- (x) The Bidder shall be responsible for the conduct and behavior of his employees. The police verification should also be obtained for their staff or the customers. If any employee of the Bidder is found misbehaving with Railway/RailTel staff or the customers, the Bidder shall take necessary and appropriate action immediately including replacement.
- (xi) The Bidder's employee will make their own arrangements for transportation and food/snacks while at work at their own cost and the company will not entertain any financial expenditure or provide any canteen facility.

#### **6.4 WARRANTY PERIOD OF KIOSKS:**

- (i) Bidder will give one year free on site comprehensive warranty from the date of handing over of the Kiosks to RailTel including free provisions of spare parts, kits warranty of equipment of each kiosk for a period of one year from date of hand over of kiosk.
- (ii) On completion of warranty period, the irrevocable Performance Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during the warranty period of one year.
- (iii) The bidder hereby covenants that it is a condition of the Tender that all goods/stores/articles furnished to the Purchaser under the 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 contracts specifications, drawing or sample, if any and shall, if operable, operate properly.

- (iv) The Bidder also guarantee that the said goods/stores/articles would continue to conform to the description and quality as aforesaid and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by RailTel.
- (v) If, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear the decision of RailTel in that behalf being final and conclusive that RailTel 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 bidder risk. If the Bidder so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as he may deem fit within a period of 10 days 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 RailTel 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, failure and termination shall apply.
- (vi) The Bidder shall, 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 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 herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
- (vii) The Bidder shall, 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 Bidder 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 herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

#### 6.5 INSPECTION:

Material, equipment etc. will be inspected by RailTel officials and certificate of each kiosk will be issued by RailTel.

Final inspection and acceptance of the supplied material will be done by RailTel officials after fabrication and installation of each kiosk. The rejected material for exclusive use of RailTel will be defaced to ensure that the rejected items are not recycled and supplied to other kiosks of RailTel.

## **7. PERFORMANCE BANK GUARANTEE**

The Successful bidder shall submit a Performance Bank Guarantee to RailTel for an amount equal to 10% of contract value within 30 days of award of contract. The bank guarantee will be valid for 18 months from the date of contract and may be extended for further period as required by the RailTel.

The Performance Bank Guarantee may be invoked by RailTel if the successful bidder fails to comply with the terms and conditions as specified in the Tender.

The Performance Bank Guarantee may be discharged by RailTel upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. Failure of the successful bidder to comply with the requirement as per the Tender terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in such event RailTel may make the award to the next lowest evaluated bidder or call for new bids.

The Performance Bank Guarantee will be submitted by the successful bidder to the RailTel as per the Performa given in Annexure J.

successful tenderer is required to furnish security deposit in the form of Performance Bank guarantee, the same should be submitted within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period as per Tender condition.

Note: 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.

## **8. PATENT RIGHTS**

The bidder shall indemnify RailTel against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, or any part thereof in India.

8.1 The bidder shall, at their own expense, defend and indemnify RAILTEL against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products/services or any part thereof in India or abroad.

8.2 The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If RAILTEL is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible therefore, including all expenses and court and legal fees.

8.3 RAILTEL will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

## **9. DELAY IN THE SUCCESSFUL BIDDER'S PERFORMANCE IN IMPLEMENTATION OF THE PROJECT**

The successful bidder will be required to submit acceptance of order within the period of 3 days from the date of placing order. In case of delay on part of bidder in completion of project or initiating services will attract a penalty / termination of contract as defined in this TENDER and forfeiture of EMD.

The bidder will be required to complete the project within 10 weeks of award of contract for the same. Bidder will have to get the User Acceptance test within this period from the RAILTEL. In case bidder fails to get the certificate from the RAILTEL within stipulated time, bidder will attract a penalty / termination of contract as defined in this TENDER.

## **10. GOVERNING LAWS AND DISPUTES**

(This clause will be applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this tender documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws/ The Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the RAILTEL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

## **11. SUBCONTRACTING**

Sub-contracting is prohibited. In case, sub-contracting is needed, Bidder has to obtain written permission from RAILTEL before contracting any work to subcontractors. RAILTEL at its own discretion may permit or deny the same.

In case of subcontracting is permitted, the contracting vendor will be sole responsible for all the services provided to RAILTEL regardless of which entity is conducting the operations. The contracting bidder is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and RAILTEL can obtain independent audit report for the same. In such case, the bidder should provide subcontracting details to the RAILTEL and if required, RAILTEL may evaluate the same.

## **12. EARNEST MONEY DEPOSIT (EMD)**

Bid Earnest Money of Rs.5,00,000/- should be submitted by bidder before last date and time of bid submission in the form of Demand Draft, in favour of RAILTEL Corporation Of India Ltd payable at Gurugram.

This security is required to protect interest of RAILTEL against the risk of conduct of the bidder, which may warrant the forfeiture of the security in the following scenario:

- a) In the event of withdrawal of bid during the period of bid validity; or

- b) In the case of a successful bidder, if the bidder fails to deposit the performance bank guarantee/ sign the contract in accordance with the Terms and Conditions and other requirement as specified in Tender Or Any act of bidder, which is not in line with contract obligations.
- c) **Any bid not accompanied with requisite EMD shall be treated as non-responsive and is liable to be rejected.**

In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

#### **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. NSIC firms will be given Preference as per Govt. of India Guidelines.

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.

### **13. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under this contract to any third party, except with the Purchaser's prior written consent.

### **14. PAYMENT**

Accounting unit/bill passing and payment unit for the supplies under TENDER is ED/Concerned Region or his authorized representative, RailTel and paying Authority will be Finance unit of the concerned Region.

Payment will be made after successful supply/installation of RailWire Saathi kiosk at all the allotted Rural Railway Stations. Partial payment for successful supply/installation of minimum 20 locations is also accepted. Payment Terms will be as follows:

- (a) 70 % payment shall be made on successful supply of Kiosk at site.
- (b) 10 % payment shall be made on successful installation of Kiosk at site.
- (c) 10 % payment shall be made on issue of Provisional Acceptance Certificate (PAC).
- (d) 10 % payment shall be made on issue of Final Acceptance Certificate (FAC)

The payment will be done after receiving the signed invoice from the bidder.

The penalties imposed by RailTel will also be taken into consideration at the time of payment.

#### **14.1 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)**

RailTel's respective Executive Directors or their authorized representatives of concerned region shall issue a Provisional Acceptance certificate (PAC) for successful commissioning and testing covering all the installation and fixtures as per tender terms and conditions. PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month. The Provisional Acceptance Certificate shall be signed by both the parties.

#### **14.2 FINAL ACCEPTANCE**

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months of Maintenance Supervision as per clause 6.4 of Tender Document, after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. . The Final Acceptance Certificate (FAC) shall be signed by authorized representative of RailTel nominated by the Executive Director of the concerned Region and the contractor and issue by Respective Region. Notwithstanding the issue of Final Acceptance Certificate the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

#### **15. PENALTY**

If the successful bidder fails to deliver any or all of the Kiosks or to perform the services within the time period(s) as mentioned in the tender document, RailTel shall without prejudices to its other remedies under the terms and conditions of the tender deduct from the bill amount payable/Security Deposit/Performance Bank Guarantee and or any amount due with RailTel as Liquidated damages. A sum of Rs. 1500/- per day per Kiosks shall be deducted for delay in installation of RailWire Saathi Kiosks. The upper limit for penalty imposition will not more than 10% (Ten Percent) of Total Contract value provided in the contract.

Delay in handing over of completed Kiosks more than 3 weeks would attract termination of contract.

#### **16. CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT (NDA)**

- i) The bidder (and his employees) shall not, unless the RailTel gives permission in writing, disclose any part or whole of this Tender document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the RailTel, in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees or the third party engaged by the bidder will maintain strict confidentiality.

ii) The bidder, his employees and agents shall not without prior written consent from the RailTel, make any use of any document or information given by the user, except for purposes of performing the contract award.

iii) In case of breach, the RAILTEL shall take such legal action as it may be advised.

Successful bidder will have to sign the Non-Disclosure Agreement with the RAILTEL as per the approved format of the RAILTEL.

## **17. TERMINATION**

Any of the following events shall constitute Event of Default by the successful bidder:

- i) The bidder has failed to submit/replenish the Security deposit/Performance Bank Guarantee within time specified by RailTel and or within the time as may be extended by RailTel.
- ii) The bidder has failed to complete the work in the time as mentioned in the tender document.
- iii) At any time during the contract period fails to adhere to the job specification and scope of work mentioned hereinafter or in breach/default of any of the tender terms and conditions of the present tender and fail to remedy the same within the time specified by RailTel.
- iv) The bidder is in material breach of any of the obligations under the terms and conditions of the tender document.
- v) The Bidder being an individual or, if a firm, any partner in the Bidder being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Bidder being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.
- vi) The bidder has unlawfully repudiated or has otherwise expressed an intention not to be bound by the terms and conditions of the tender document and or award of contract.
- vii) The Award of contract may be terminated by RailTel if the quality of the kiosk is not up to the satisfaction of RailTel. In this case decision of RailTel shall be final and binding on Bidder.
- viii) The Bidder being convicted by a court of law under the provisions of criminal procedure code or any other law.
- ix) Repudiation of any terms and conditions of the Tender by Bidder or otherwise evidence of intention not to be bound by the terms and conditions of the Tender.
- x) Failure to adhere to fabrication and installation of kiosk in the terms and conditions.
- xi) Any other act which is against the interest of RailTel and or Indian Railways.

In case the contract is terminated, the PBG will be forfeited.

## **18. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the RAILTEL harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the RAILTEL during the tenure of purchase order.

Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the RAILTEL including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the RAILTEL in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the RAILTEL.

The Design of the Structure of RailWire Saathi Kiosks is property of RailTel only and bidders should not use/share the design or design of the similar nature for any other project or work and shall not divulge the same to any third party.

## **19. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution or epidemics or natural disasters etc. If a force majeure situation arises, the bidder shall promptly notify the RAILTEL in writing of such condition and the cause thereof. Unless otherwise directed by the RAILTEL in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

## **20. RESPONSIBILITY FOR COMPLETENESS**

Any services which might not have been specifically mentioned in this TENDER but are necessary for the Fabrication & Installation of Kiosks shall be provided/ rendered as per the time schedule for efficient and smooth operation of the project..

## **21. LIMITATION OF LIABILITY**

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value.

This limit shall not apply to third party claims for

a). IP Infringement indemnity.

**b).** Bodily injury (including Death) and damage to real estate property and tangible property caused by vendor/s gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by RAILTEL on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

## **22. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The supplier shall not, without the purchaser's prior written consent, make use of any document or information provided by Supplier in Bid document or otherwise except for purposes of performing contract.

## **23. Settlement of Disputes/ Arbitration**

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation Of India Limited, if the value of claim is up to Rs. 10 lakh. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

**COMPLIANCE STATEMENT (On Bidder's Letter Head)**

**DECLARATION**

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the Tender including all annexure, addendum and corrigendum

Signature and Seal of Bidder

We certify that the product offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations

List of deviations

- 1)
- 2)
- 3)
- 4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

**Bidder's Profile Information (on the bidder's letter head)**

Sl. No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office ----- Corporate/ Head Office			
5	GSTIN			
6	Bank Details including - Account Name Account Number Bank & Branch Details IFSC Code			
7	Telephone Number Fax Number E-Mail Address Website			
8	Address of the manufacturing site			
9	Financial Details	2015-16	2016-17	2017-18
	Net Profit			
	Turn Over			

Signature &amp; Seal of Company

**Eligibility Criteria Compliance**

S N	Eligibility Criteria	Supporting Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 1956/2013 or Partnership/Proprietorship Firms in India	The attested copies of Certificate of Incorporation/ Notary Certified Copy of Partnership Deed is to be submitted.
2	<p>The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial years) up to the date of opening of tender should be a minimum of 150% of advertised tender value of work.</p> <p>Note:- In case of Consortium/JV, each member's relevant turnover combined together shall be considered against the above mentioned financial capability criteria</p>	The audited Balance Sheet and Profit & Loss Statement for last three financial years are to be submitted as documentary evidence.
3	<p>The tenderer should have executed single order for similar work for a minimum value of 35% of advertised tender value of work</p> <p>Or</p> <p>Two order for similar work for a minimum value of 20% of advertised tender value of work</p> <p>Or</p> <p>Three order for similar work for a minimum value of 15% of advertised tender value of work in Central government agencies, State Government, PSU or any reputed TELCO in the last three financial years (i.e. current year and three previous financial years).</p> <p>Note:- In case of Consortium/JV, only Lead bidder experience shall be considered against the above mentioned criteria of similar work experience.</p>	A copy of the documentary proof for successful commissioning of the work should be submitted.
4	The Bidder should have valid EPF & ESI Registration and Contract Labour (R&A) Act registration.	Bidder must submit the documentary proof for fabrication related business.
5	Bidder should not have been black listed at any time by the Government / Government agency / Public Sector Enterprise/ Telecom Operators or any other organization.	Undertaking to this effect to be Submitted.

- 6 **A)** The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the 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.
- B)** “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be 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 enclosed as Annexure-M. Non-submission of an affidavit by the bidder shall result in summary 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 the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”
- Note:**
- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorised Signatory  
 Name of Signatory:  
 Designation:  
 Seal of Company

Supporting Document for Eligibility Criteria for Bidder

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. Further, those bidders who have not satisfactorily completed any earlier contract with RAILTEL shall not be eligible for participating in this process.

**Technical Specifications**

S. No	Description	Re
1	Kiosk Floor shall be raised 30 mm from the RCC platform level, separating it from the level of the RCC railway platform thereby making the kiosk dirt and water-resistant. Floor tiles: Ceramic floor tiles 600 mm x 600 mm, 8 mm thick.	<b>Essential Criteria</b>
2	<p>Wall: Supply of vertical superstructure where walls are made of 50mm thick Polyurethane Rigid Foam insulated panels with 0.4 mm thick coated steel (Yield Strength Minimum 250 MPa) at both the surfaces. The inside layer has the Wood finish steel with 5 layers of coating with RMP (Regular Modified Polyester) technology where in the steel is first coated with Galvanized layer of 120 g per sqm. This will provide longevity to structure. Following are further layers of coating done during RMP coating on steel after galvanization.</p> <p>Back Coating – 0.5 to 1 Micron  Base Metal (GI) – 0.45 to 0.5 mm, 120 GSM GI.  Chemical Treatment – 0.05 to 1Micron  Primer – 5 Micron  Base – 15 Micron  Printing - 1.2 Micron  Clear- 5 Micron  Protective Film- 50 Micron</p> <p>The outer steel surface will be of white with color code RAL 9002 RMP coating.</p> <p>The Wall Panels shall have provision for concealed wiring, Tongue and Groove jointing with Cam-lock mechanism.</p> <p><b>Insulation:</b> Polyurethane Rigid Foam formed in place with density 40KG/Cum.  <b>Anchor Fastener:</b> 10 mm diameter 60 mm length anchor @ 300 mm c/c shall be used for fixing bottom channel with the existing RCC floor on which building will be made.  <b>Base Channel/Angle :</b> A Base Channel (40x40x53 mm) or Angle (50x50 mm) Galvanized with Powder coated of 1.2 mm thick is fixed on the foundation slab.  <b>Accessories :</b> Aluminum POP Rivet (Diameter : 5 mm Length : 18 mm)  <b>Joint Filling :</b> Hybrid Sealant at different joints.</p>	<b>Essential Criteria</b>

3	<p><b>Roof</b> : Mono-Sloped, corrugated leak proof roofing with Polyurethane Rigid Foam (Density , 40 Kg/Cum) based insulated steel panels where the top layer steel sheet is 0.5 mm PPGL (Pre- Painted Galvalume) and the bottom layer steel sheet is 0.5 mm PPGI(Pre-Painted Galvanized). The corrugation thickness is 30mm and 60 mm . Each top Sheet is overlapped at joints. Hybrid Sealants shall be applied at different joints.</p>	<b>Essential Criteria</b>
4	Supporting Steel and Flashing: Minimum 1.5 mm GI Steel with powder coating.	<b>Essential Criteria</b>
5	False Ceiling: PVC False ceiling for enhanced aesthetics. Tongue and Groove joint fixed with Gypsum Screw with length 18 mm, 3mm diameter. Each panel of the PVC ceiling shall be 250 mm wide.	<b>Essential Criteria</b>
6	Electrical : One Ceiling Fan, Four LED Lights of 12 Watt, One main MCB 10 Amp to 16 Amp, Switches 6 Amp, two plug points. Concealed wire conduits and electrical fixtures. There would be modular switches. All the electrical wiring shall be concealed. All electrical items shall be ISI marked.	<b>Essential Criteria</b>
7	<p>Door: Steel Door, 40 mm thick with Honey Comb Paper sandwiched by steel sheet with 0.6 mm thickness. Steel Door Frame made with 1.2 mm thick steel frame along with GI with Powder coating. SS Hinge ISI marked, and door Lock.</p> <p>Door (2100 x 800 mm) shall be made in two parts, the lower part will be 30” height from the bottom. The upper part will have the arrangement to fix it with adjacent wall after opening the door. Both Parts shall have individual handle, hinge and locking arrangements.</p>	<b>Essential Criteria</b>
8	<p>There will be two windows at side and one main counter window.</p> <p>a) The front( or Counter window) window frame 4 feet x 6.5 feet approximately will be made of GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) with sliding window covers which will be made of 40 mm thick coated steel panel with Honey Comb Paper, similar to the door leaf. There will be window grill made with GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) to enhance the safety and security.</p> <p>b) The two side windows (Approximate size 1186 mm x 600 mm height) will have steel grills and frame (both grill and frame shall be made with GP (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization). Both the windows will have open able covers (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) which can be opened towards the inside of the kiosk and that same will act as counter at two sides. The covers will be made of GP Steel plates (Galvanized plain sheet minimum steel thickness 1.2 mm with minimum 120 GSM galvanization) and frames.</p>	<b>Essential Criteria</b>

9	Anchor Fastener: 10 mm diameter 60 mm length anchor @ 300 mm c/c shall be used for fixing bottom channel with the existing RCC floor on which building will be made.	<b>Essential Criteria</b>
10	Print/Posters: Developing, printing (minimum 80 GSM with lamination) and installation of print branding viz. posters, message boards and feature list. RailWire Saathi Concept logos will be fixed. Total branding area shall be minimum 100 sqft	<b>Essential Criteria</b>
11	Supply of one revolving chair and two Steel cabinets with drawers (size 1 feet x 1.5 feet x 1.5 feet depth with drawer height 0.5 feet). There shall be one wooden counter table (6 feet long x 2 feet wide) at the counter window. The Cabinets and drawers shall be placed at two sides for the convenience of the person sitting on the chair and attending the counter.	<b>Essential Criteria</b>
12	Additional Foundation in platform where RCC Floor is not available: 150 mm thick RCC (1:2:4) with single layer 8 mm diameter reinforcement steel @ 250 mm C/C. Size of the foundation shall be 10 feet X 10 feet. Base layer has to be paved with one layer of BFS (Brick Flat Soling) (Annex K)	<b>Essential Criteria</b>

Signature & Seal of Company

**Annexure- E**

**Check List Compliance**

Sr. No.	Documents	Submitted in Bid (Yes/No)
1	Earnest Money Deposit and Cost of TENDER document as specified in this document	
2	A letter on bidder's letterhead mentioning the following: a) Details of EMD submitted, technical competence and experience of the bidder. b) Certifying that the period of the validity of the bids is 45 days from the target date of opening of bid, and c) Confirming that the bidder quoted for all the items/services mentioned in the bid in their commercial bid	
3	Letter of Authority/Power of attorney on bidder's letter head from Authorized Signatory of the company to sign and submit the bid, along with the Board Resolution.	
4	Undertakings on bidder's letter head	
5	Compliance Statement as per Annexure A on bidder's letter head	
6	Bidders Profile Information as per Annexure B on bidder's letter head along with supporting documents	
8	Eligibility Criteria Annexure C	
9	Technical specifications as per Annexure D	
10	Commercial Proposal as per Annexure F (upload online)	

Signature & Seal of Company

**Commercial Bid****Name of the Bidder:****Name & Address of the Company:****Format for Commercial Bid**

<b>S/No</b>	<b>Description</b>	<b>Unit</b>	<b>Max Qty.</b>	<b>Unit Rate (in Rs)</b>	<b>Total Cost (In Rs)</b>
1	Fabrication, Installation & Commissioning of RailWire Saathi Kiosk as per Technical details	Nos.	<b>200</b>		
2	<b>Applicable Taxes (GST)</b>	%			
3	<b>Total Value</b>				
Total in words:					

The offer price (inclusive of all taxes and duties as applicable) for Fabrication and Installation.

- a) I/We accept the terms and conditions that have been clearly understood by me/us.
- b) I/We understand that RailTel reserves the right to reject, accept or consider any offer without assigning any reason.
- c) I/We have quoted the above bid amount for RailWire Saathi along with equipment, fabrication, installation etc. at rural railway stations.
- d) In case of discrepancy in the amount quoted in words and figures the amount quoted in words shall be considered final.

Company Seal & Date

**List of 200 Rural Railway Stations**

S.No	Station	Station Code	Railway	Division	Region	Category	State
1	Geratpur	GER	WR	BRC	WR	E	Gujarat
2	Gothaj	GTE	WR	BRC	WR	E	Gujarat
3	Kanij	KANJ	WR	BRC	WR	E	Gujarat
4	Kanjari Boriyavi	KBRV	WR	BRC	WR	E	Gujarat
5	Mahemdavad Kheda Road	MHD	WR	BRC	WR	D	Gujarat
6	Maninanagar	MAN	WR	ADI	WR	D	Gujarat
7	Utarsanda	UTD	WR	BRC	WR	E	Gujarat
8	Vatva	VTA	WR	ADI	WR	E	Gujarat
9	Ambli Road	ABD	WR	ADI	WR	E	Gujarat
10	Barejadi Nandej	BJD	WR	BRC	WR	E	Gujarat
11	Chandoliya	CLDY	WR	ADI	WR	E	Gujarat
12	Charodi	CE	WR	ADI	WR	E	Gujarat
13	Jakhawada	JKA	WR	ADI	WR	E	Gujarat
14	Sabarmati	SBT	WR	ADI	WR	D	Gujarat
15	Sanand	SAU	WR	ADI	WR	E	Gujarat
16	Gosalpur	GSPR	WCR	JBP	WR	E	Madhya Pradesh
17	Manidideep	MDDP	WCR	BPL	WR	D	Madhya Pradesh
18	Obaidullaganj	ODG	WCR	BPL	WR	E	Madhya Pradesh
19	Sihora Road	SHR	WCR	JBP	WR	D	Madhya Pradesh
20	Barkheda	BKA	WCR	BPL	WR	E	Madhya Pradesh
21	Budhni	BNI	WCR	BPL	WR	E	Madhya Pradesh
22	Deori	DOE	WCR	JBP	WR	E	Madhya Pradesh
23	Dundi	DDCE	WCR	JBP	WR	E	Madhya Pradesh
24	Misrod	MSO	WCR	BPL	WR	E	Madhya Pradesh
25	Niwar	NWR	WCR	JBP	WR	E	Madhya Pradesh
26	Powarkheda	PRKD	WCR	BPL	WR	E	Madhya Pradesh
27	Sleemnabad	SBD	WCR	JBP	WR	E	Madhya Pradesh

28	Athmal Gola	ATL	ECR	DNR	ER	E	Bihar
29	Barh	BARH	ECR	DNR	ER	B	Bihar
30	Banka Ghat	BKG	ECR	DNR	ER	E	Bihar
31	Fatuha Junction	FUT	ECR	DNR	ER	D	Bihar
32	Gulzarbagh	GZH	ECR	DNR	ER	D	Bihar
33	Kanhaipur	KNHP	ECR	DNR	ER	F	Bihar
34	Khusropur	KOO	ECR	DNR	ER	D	Bihar
35	More	MOR	ECR	DNR	ER	E	Bihar
36	Phulwari Sharif	PWS	ECR	DNR	ER	E	Bihar
37	Punarakh	PHK	ECR	DNR	ER	E	Bihar
38	Punpun	PPN	ECR	DNR	ER	E	Bihar
39	Dildar Nagar*	DLN	ECR	DNR	ER	B	Uttar Pradesh
40	Zamania*	ZNA	ECR	DNR	ER	D	Uttar Pradesh
41	Kadipur	KDQ	NER	BCY	NR	E	Uttar Pradesh
42	Raja Talab*	RTB	NER	BCY	NR	E	Uttar Pradesh
43	Syedpur Bhitri*	SYH	NER	BCY	NR	E	Uttar Pradesh
44	Ahalyapur	AHLR	NER	BCY	NR	E	Uttar Pradesh
45	Ahimanpur	AHM	NER	BCY	NR	E	Uttar Pradesh
46	Allahabad City	ALY	NER	BCY	NR	D	Uttar Pradesh
47	Ankuspur	AKS	NER	BCY	NR	E	Uttar Pradesh
48	Aunrihar Jn.	ARJ	NER	BCY	NR	D	Uttar Pradesh
49	Baitalpur	BALR	NER	BCY	NR	E	Uttar Pradesh
50	Bakulha	BKLA	NER	BCY	NR	E	Uttar Pradesh
51	Bansdih Road	BCD	NER	BCY	NR	E	Uttar Pradesh
52	Bhatni	BTT	NER	BCY	NR	B	Uttar Pradesh
53	Bhiti	BYH	NER	BCY	NR	E	Uttar Pradesh
54	Chauri Chora	CC	NER	BCY	NR	D	Uttar Pradesh
55	Chit Baragaon	CBN	NER	BCY	NR	E	Uttar Pradesh
56	Daraganji	DRGJ	NER	BCY	NR	E	Uttar Pradesh
57	Dhondha Dih	DDD	NER	BCY	NR	E	Uttar Pradesh
58	Dulahpur*	DLR	NER	BCY	NR	D	Uttar Pradesh
59	Gauri Bazar	GB	NER	BCY	NR	E	Uttar Pradesh
60	Gorakhpur Cantt	GKC	NER	LJN	NR	E	Uttar Pradesh
61	Gyanpur Road	GYN	NER	BCY	NR	D	Uttar Pradesh
62	Handiakhas	HDK	NER	BCY	NR	E	Uttar Pradesh
63	Hardattpur	HDT	NER	BCY	NR	E	Uttar Pradesh
64	Indara	IAA	NER	BCY	NR	D	Uttar Pradesh
65	Jakhania*	JKN	NER	BCY	NR	D	Uttar Pradesh
66	Jangiganj	JGG	NER	BCY	NR	E	Uttar Pradesh
67	Jhusi	JI	NER	BCY	NR	E	Uttar Pradesh
68	Kacchwa Road	KWH	NER	BCY	NR	E	Uttar Pradesh
69	Karimuddinpur	KMDR	NER	BCY	NR	E	Uttar Pradesh

70	Katka	KFK	NER	BCY	NR	E	Uttar Pradesh
71	Kirahrapur	KER	NER	BCY	NR	D	Uttar Pradesh
72	Kushmi	KHM	NER	BCY	NR	E	Uttar Pradesh
73	Lar Road	LRD	NER	BCY	NR	D	Uttar Pradesh
74	Madho Singh	MBS	NER	BCY	NR	E	Uttar Pradesh
75	Mahpur	MHO	NER	BCY	NR	E	Uttar Pradesh
76	Manduadih*	MUV	NER	BCY	NR	B	Uttar Pradesh
77	Nandganj	NDJ	NER	BCY	NR	E	Uttar Pradesh
78	Nigatpur	NTU	NER	BCY	NR	E	Uttar Pradesh
79	Nunkhar	NRA	NER	BCY	NR	E	Uttar Pradesh
80	Phehpna Jn.	PEP	NER	BCY	NR	E	Uttar Pradesh
81	Pipri Dih	PPH	NER	BCY	NR	E	Uttar Pradesh
82	Rajwari	RJI	NER	BCY	NR	E	Uttar Pradesh
83	Ramnathpur	RTR	NER	BCY	NR	E	Uttar Pradesh
84	Sadat	SDT	NER	BCY	NR	E	Uttar Pradesh
85	Sagarpali	SVI	NER	BCY	NR	E	Uttar Pradesh
86	Sahatwar	STW	NER	BCY	NR	D	Uttar Pradesh
87	Saidabad	SDC	NER	BCY	NR	E	Uttar Pradesh
88	Salempur	SRU	NER	BCY	NR	B	Uttar Pradesh
89	Sardar Nagar	SANR	NER	BCY	NR	E	Uttar Pradesh
90	Sarnath*	SRNT	NER	BCY	NR	E	Uttar Pradesh
91	Shahbaz Kuli	SBK	NER	BCY	NR	E	Uttar Pradesh
92	Suraimanpur	SIP	NER	BCY	NR	B	Uttar Pradesh
93	Tajpur Dehma	TJD	NER	BCY	NR	E	Uttar Pradesh
94	Taraon	TRN	NER	BCY	NR	E	Uttar Pradesh
95	Varanasi City*	BCY	NER	BCY	NR	D	Uttar Pradesh
96	Yusufpur*	YFP	NER	BCY	NR	D	Uttar Pradesh
97	Sewapuri*	SWPR	NR	LKO	NR	E	Uttar Pradesh
98	Balia Kheri	BAE	NR	MB	NR	E	Uttar Pradesh
99	Chodiala	CDL	NR	MB	NR	E	Uttar Pradesh
100	Tapri	TPZ	NR	DLI	NR	D	Uttar Pradesh
101	Aithal	ATMO	NR	MB	NR	E	Uttarakhand
102	Ikkar	IKK	NR	MB	NR	E	Uttarakhand
103	Iqbalpur	IQB	NR	MB	NR	E	Uttarakhand
104	Jwalapur	JWP	NR	MB	NR	D	Uttarakhand
105	Pathri	PRI	NR	MB	NR	E	Uttarakhand
106	Asthal Bohar	ABO	NR	DLI	NR	E	Haryana
107	Asaudah Todran	ASE	NR	DLI	NR	E	Haryana
108	Babarpur	BBDE	NR	DLI	NR	E	Haryana
109	Bazida Jatan	BZJT	NR	DLI	NR	E	Haryana
110	Diwana	DWNA	NR	DLI	NR	E	Haryana
111	Gannaur	GNU	NR	DLI	NR	D	Haryana

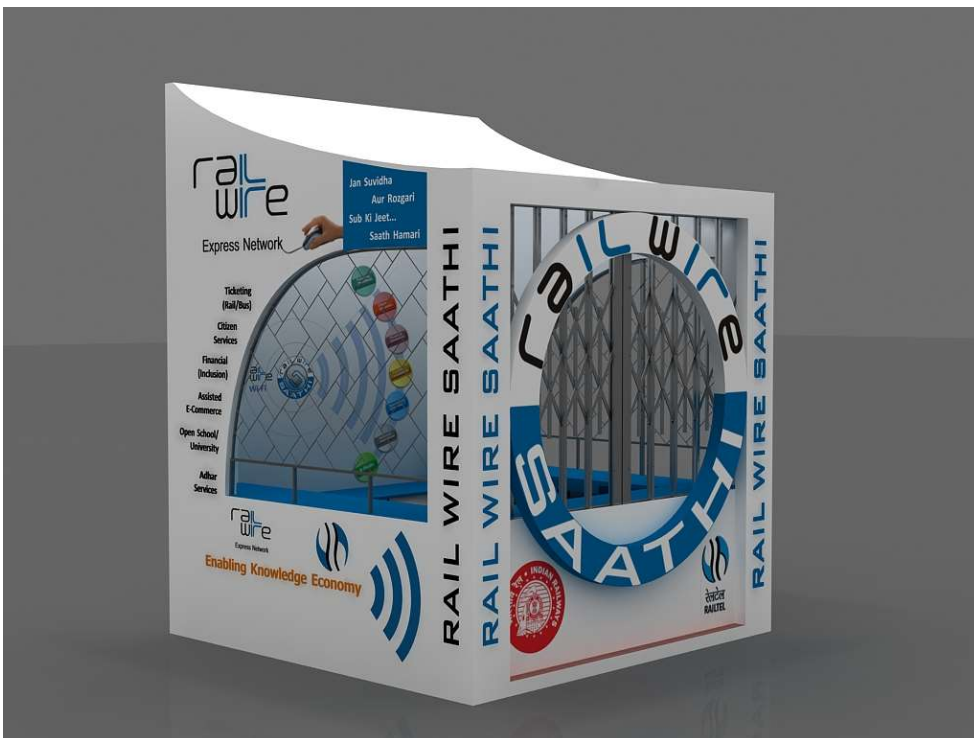
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114	Nilokheri	NLKR	NR	DLI	NR	E	Haryana
115	Sandal Kalan	SLKN	NR	DLI	NR	E	Haryana
116	Smalkha	SMK	NR	DLI	NR	D	Haryana
117	Tarori	TRR	NR	DLI	NR	E	Haryana
118	Bhodwal Majri	BDMJ	NR	DLI	NR	E	Haryana
119	Bahadurgarh	BGZ	NR	DLI	NR	B	Haryana
120	Sampla	SPZ	NR	DLI	NR	D	Haryana
121	Ghevera	GHE	NR	DLI	NR	E	Delhi
122	Jamtara	JMT	ER	ASN	ER	D	Jharkhand
123	Badampudi	BPY	SCR	BZA	SR	E	Andhra Pradesh
124	Bhimadolu	BMD	SCR	BZA	SR	E	Andhra Pradesh
125	Chagallu	CU	SCR	BZA	SR	E	Andhra Pradesh
126	Chebrol	CEL	SCR	BZA	SR	E	Andhra Pradesh
127	Denduluru	DEL	SCR	BZA	SR	E	Andhra Pradesh
128	Duggirala	DIG	SCR	BZA	SR	E	Andhra Pradesh
129	Gannavaram	GWM	SCR	BZA	SR	E	Andhra Pradesh
130	Godavari	GVN	SCR	BZA	SR	D	Andhra Pradesh
131	Gunadala	GALA	SCR	BZA	SR	F	Andhra Pradesh
132	Kovvur	KVR	SCR	BZA	SR	D	Andhra Pradesh
133	Krishna Canal Jn.	KCC	SCR	BZA	SR	E	Andhra Pradesh
134	Mangalagiri	MAG	SCR	BZA	SR	D	Andhra Pradesh
135	Mustabada	MBD	SCR	BZA	SR	E	Andhra Pradesh
136	Nambur	NBR	SCR	BZA	SR	E	Andhra Pradesh
137	Nidadavolu Jn.	NDD	SCR	BZA	SR	B	Andhra Pradesh
138	Nuzvid	NZD	SCR	BZA	SR	E	Andhra Pradesh
139	Pedda Avutapalle	PAVP	SCR	BZA	SR	E	Andhra Pradesh

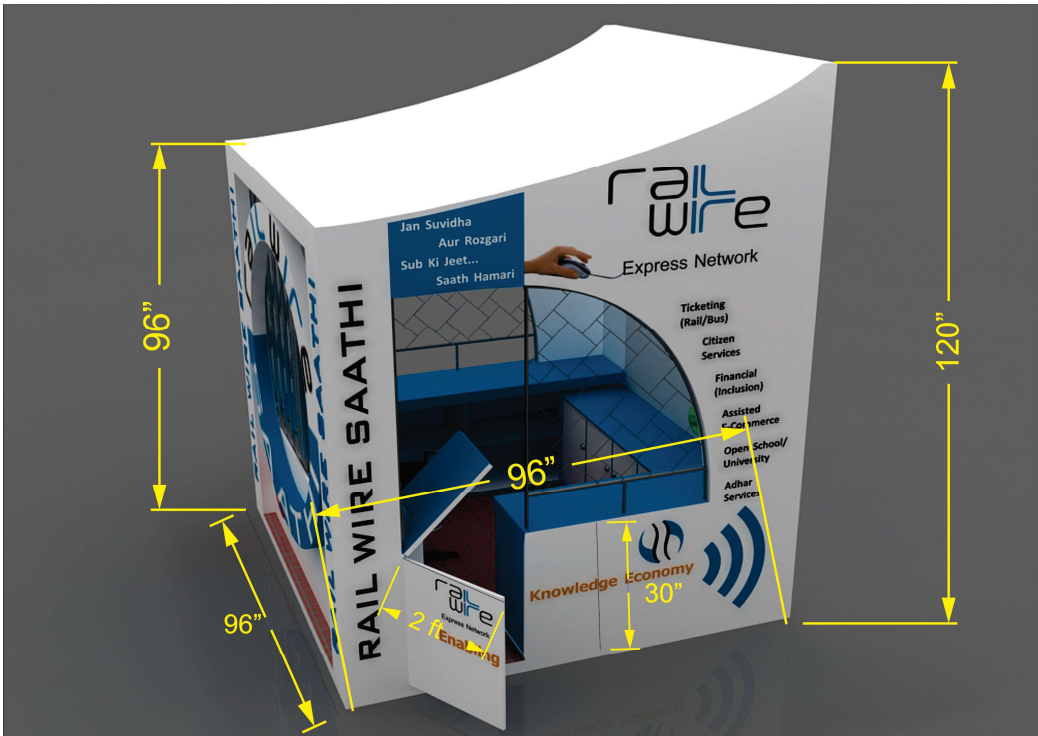
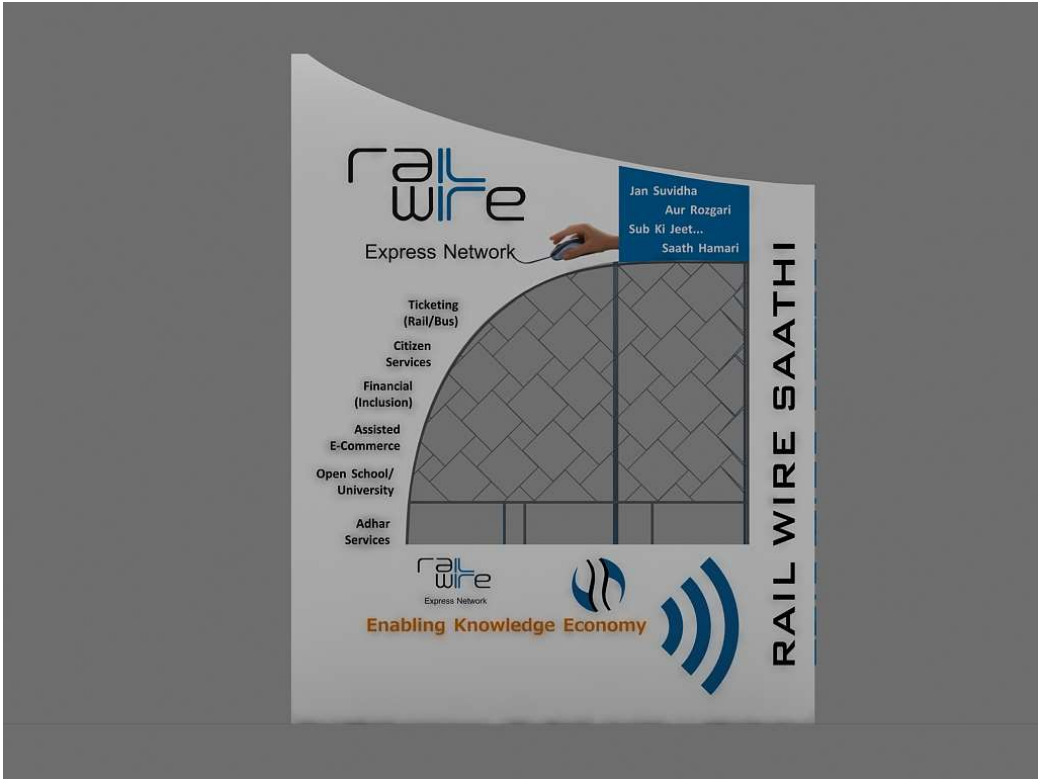
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143	Telaprolu	TOU	SCR	BZA	SR	E	Andhra Pradesh
144	Vejendla	VJA	SCR	BZA	SR	E	Andhra Pradesh
145	Akanapet	AKE	SCR	HYB	SR	E	Andhra Pradesh
146	Bhiknur	BKU	SCR	HYB	SR	E	Andhra Pradesh
147	Bolaram	BMO	SCR	HYB	SR	D	Andhra Pradesh
148	Cavalary Barracks	CVB	SCR	HYB	SR	E	Andhra Pradesh
149	Charlapalli	CHZ	SCR	HYB	SR	E	Andhra Pradesh
150	Dichpalli	DHP	SCR	HYB	SR	E	Andhra Pradesh
151	Gollapalli	GLY	SCR	HYB	SR	E	Andhra Pradesh
152	Gundla Pochampalli	GDPL	SCR	HYB	SR	E	Andhra Pradesh
153	Indalvai	IDL	SCR	HYB	SR	E	Andhra Pradesh
154	Janakampet	JKM	SCR	HYB	SR	E	Andhra Pradesh
155	Malkajgiri	MJF	SCR	HYB	SR	D	Andhra Pradesh
156	Manoharabad	MOB	SCR	HYB	SR	E	Andhra Pradesh
157	Masaipet	ME	SCR	HYB	SR	E	Andhra Pradesh
158	Medchal	MED	SCR	HYB	SR	E	Andhra Pradesh
159	Mirzapalli	MZL	SCR	HYB	SR	E	Andhra Pradesh
160	Moulali	MLY	SCR	HYB	SR	D	Andhra Pradesh
161	Navabpalem	NBM	SCR	BZA	SR	E	Andhra Pradesh
162	Powerpet	PRH	SCR	BZA	SR	D	Andhra Pradesh

163	Talmadla	TMD	SCR	HYB	SR	E	Andhra Pradesh
164	Upplavai	UPW	SCR	HYB	SR	E	Andhra Pradesh
165	Vatlur	VAT	SCR	BZA	SR	E	Andhra Pradesh
166	Wadiaram	WDR	SCR	HYB	SR	E	Andhra Pradesh
167	Dekargaon	DKGN	NFR	RNY	ER	F	Arunachal Pradesh
168	Naharlagun	NHLN	NFR	RNY	ER	F	Arunachal Pradesh
169	Goalpara Town	GLPT	NFR	RNY	ER	D	Assam
170	Kokrajhar	KOJ	NFR	APDJ	ER	B	Assam
171	Mariani Jn.	MXN	NFR	TSK	ER	B	Assam
172	Bhojo	BOJ	NFR	TSK	ER	D	Assam
173	Chaparmukh	CPK	NFR	LMG	ER	D	Assam
174	Dudhnoi	DDNI	NFR	RNY	ER	E	Assam
175	Furkating	FKG	NFR	TSK	ER	D	Assam
176	Lanka	LKA	NFR	LMG	ER	D	Assam
177	Numaligarh	NMGY	NFR	TSK	ER	E	Assam
178	Rangapara	RPAN	NFR	RNY	ER	D	Assam
179	Birporusottampur	BRST	ECOR	KUR	ER	E	Odisha
180	Delang	DEG	ECOR	KUR	ER	E	Odisha
181	Malatipatpur	MLT	ECOR	KUR	ER	E	Odisha
182	Motari	MWQ	ECOR	KUR	ER	E	Odisha
183	Retang	RTN	ECOR	KUR	ER	E	Odisha
184	Sakhigopal	SIL	ECOR	KUR	ER	B	Odisha
185	Barang Jn.	BRAG	ECOR	KUR	ER	E	Odisha
186	Barpali	BRPL	ECOR	SBP	ER	D	Odisha
187	Jujumura	JUJA	ECOR	SBP	ER	E	Odisha
188	Lingaraj Temple Road	LGTR	ECOR	KUR	ER	F	Odisha
189	Mancheswar	MCS	ECOR	KUR	ER	E	Odisha
190	Muniguda	MNGD	ECOR	SBP	ER	D	Odisha
191	Rairakhol	RAIR	ECOR	SBP	ER	D	Odisha
192	Kamareddi	KMC	SCR	HYB	SR	B	Telangana
193	Agartala	AGTL	NFR	LMG	ER	B	Tripura
194	Dharamanagar	DMR	NFR	LMG	ER	D	Tripura
195	Panisagar	PASG	NFR	LMG	ER	E	Tripura
196	Jirania	JRNA	NFR	LMG	ER	E	Tripura
197	Kumarghat	KUGT	NFR	LMG	ER	D	Tripura
198	Falakata	FLK	NFR	APDJ	ER	D	West Bengal

199	Jalpaiguri Road	JPE	NFR	APDJ	ER	D	West Bengal
200	Sevok	SVQ	NFR	APDJ	ER	E	West Bengal

Annexure- H



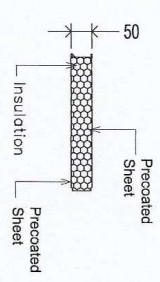
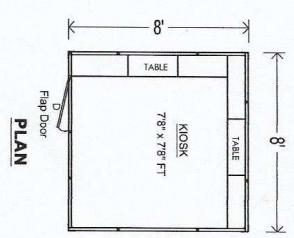
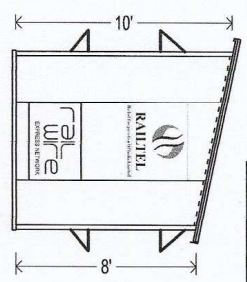
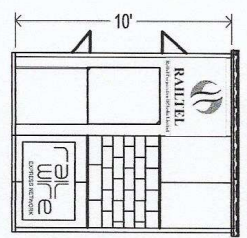
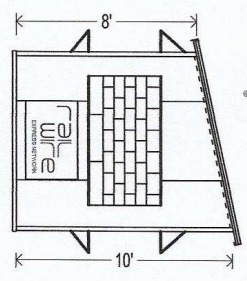
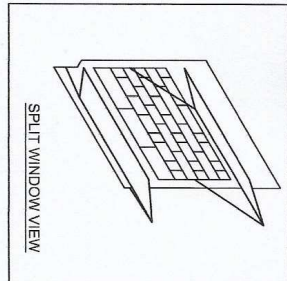
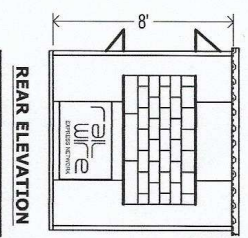


Annexure I

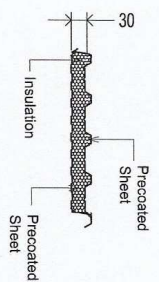


KIOSK

8' X 8' X 10' 8" FT

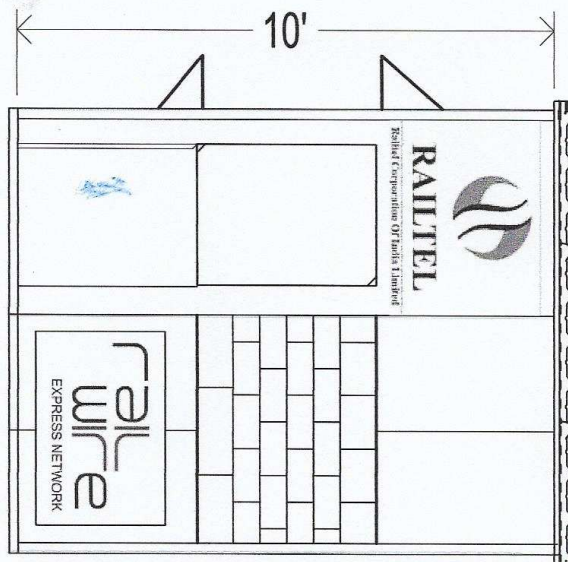


TYP. WALL SECTION

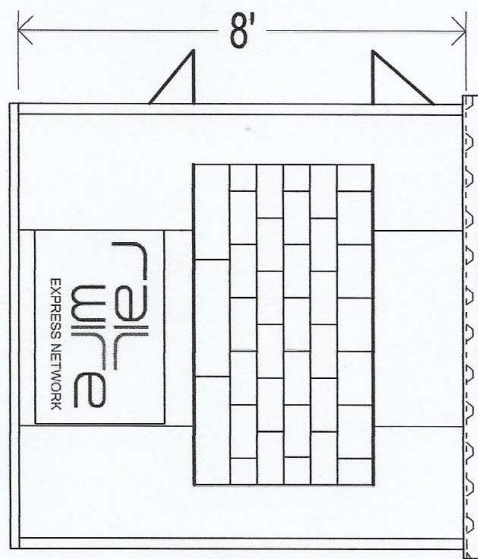


TYP. ROOF SECTION

OPENING SCHEDULE		
MARK	SIZE	QTY
DOOR D (FLAP)	8.0 x 1.0 mt	1
SG	1.8 x 1.0 mt	3

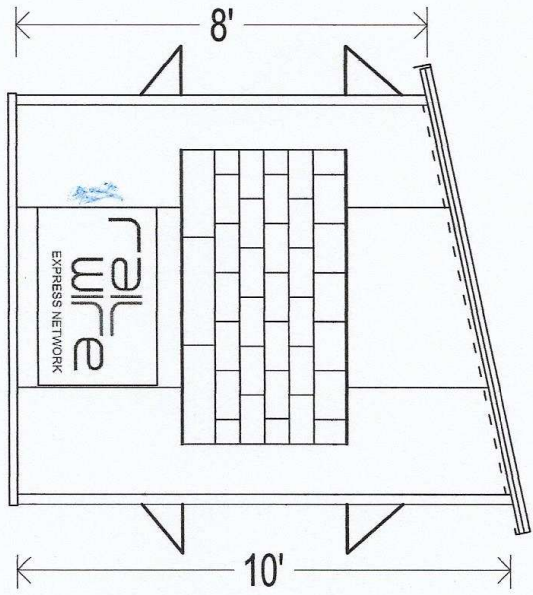


**FRONT VIEW**

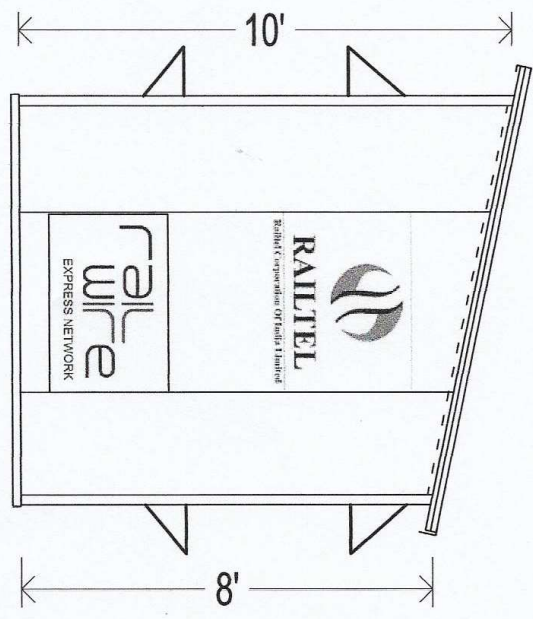


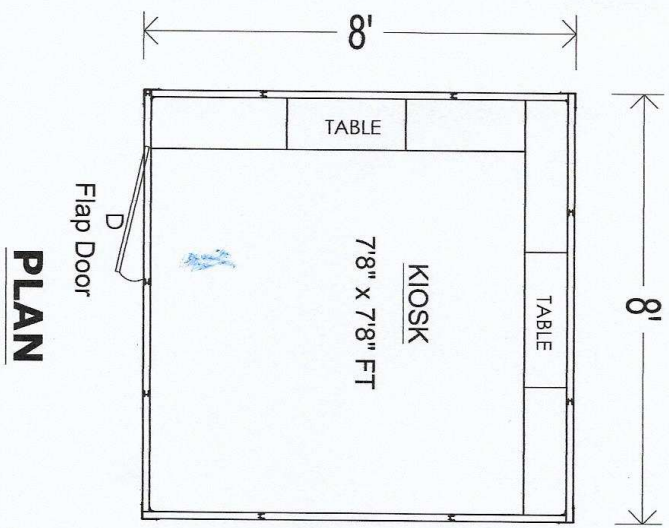
**REAR ELEVATION**

**LEFT SIDE VIEW**



**RIGHT SIDE VIEW**





**Performa for Performance Bank Guarantee****PERFORMANCE BANK GURANTEE BOND**

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, : Sector-44,Plot No.143, Gurgaon-122003

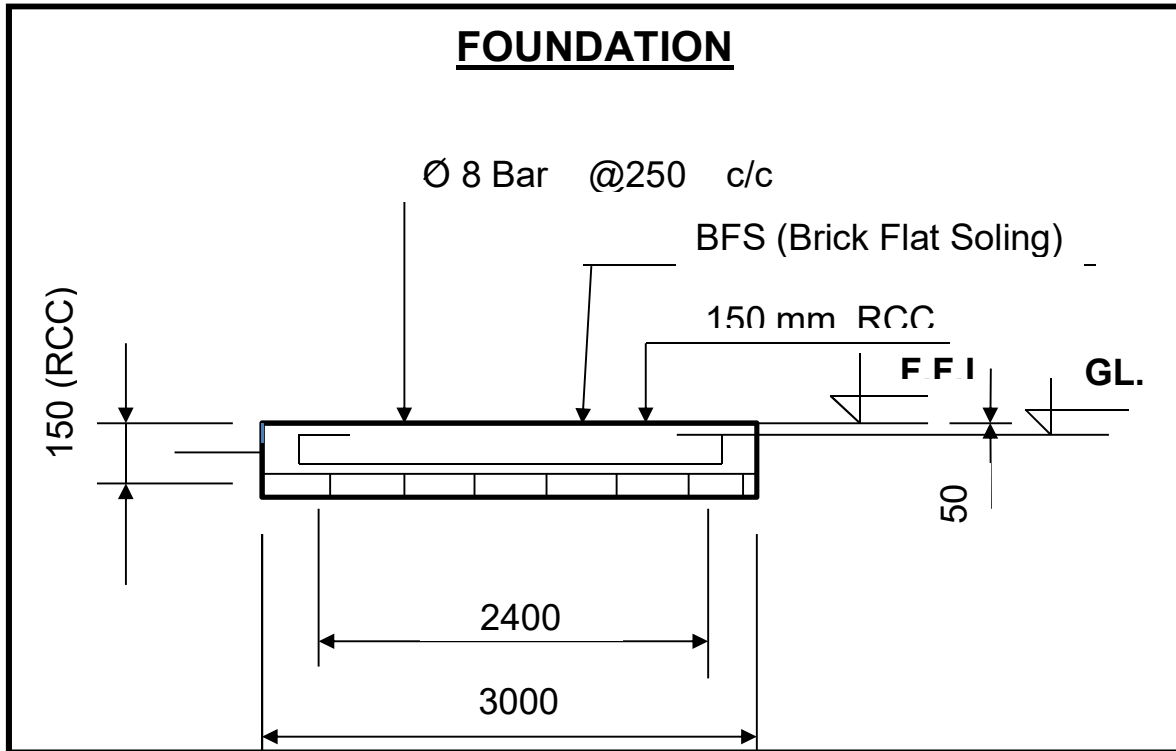
1. (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and ..... for (hereinafter called “ the said Agreement”) of security deposit for the due 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 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 is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... bank 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 there under 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





### PROFORMA FOR PRE BID QUERY FORMAT

Note: Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting

If, bidder, desiring to respond to RFP for the Fabrication and Installation of 200 RailWire Saathi Kiosk at Rural Railway Stations requires any clarifications on the points mentioned in the RFP, it may communicate with RailTel Corporation of India Ltd. using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/ points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, RailTel may at its discretion, answer all such queries in the Pre-bid meeting.

RailTel Corporation of India Limited, Corporate Office, 143, Sector-44, Gurgaon, Haryana - 122003 Ref: <b>RAILTEL/TENDER/ OT/ CO/ OP / 2018-19/ Railwire Kiosk/459 Dt 16.11.2018</b> for the Fabrication and Installation of 200 RailWire Saathi Kiosk at Rural Railway Stations.					
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>					
Name of Organization submitting request				Name & position of person submitting request	Full formal address of the Organization including phone, fax and email points
					Tel:
					Fax:
					Email:
SN	Section No.	Page No.	Point No.	Content of RFP requiring	Points of clarification required
1					
2					

Name and signature of authorized person issuing this request for clarification

Signature/Date

Official designation

- 1 In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.
- 2 Please indicate the preferred method and address for reply.
- 3 Please use email or softcopy as a preference but forward hard copy confirmations.
- 4 The name of the organization and the date shall appear in each page of such a document/ email in the header or footer portion.

## CONSORTIUM BIDS

1.1 In view of nature of work covered in the Bid documents, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each consortia of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.

1.2 The Lead bidder should have experience of execution of turnkey similar projects/Works (Definition of similar work is as per the clause 1). In their own interest the tenderers who form such a consortia are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners.

1.3 Consortia of tenderers, if any, must clearly define role/scope of work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.

1.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.

1.5 A consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.

1.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.

1.7 In case of consortium bids by Indian Company with foreign Company as one of the consortium partner, Part of Payment (for imported items) can be quoted in any of the major foreign currencies viz USD, British Pound, EURO or Japanese YEN. In such a case, bidder should clearly specify the components of Foreign exchange and Indian currency for each item.

1.7.1 For evaluation purposes, Exchange rate applicable on the date of technical bid opening (T.T. selling Exchange rate of State Bank of India applicable on the date technical bid opening) will be considered.

1.7.2 Release of payments in foreign exchange for imported items to foreign companies as a consortium partner, shall be on request of lead bidder along with bill and will be governed by payment clause.

1.8 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will stand summarily rejected.

1.9 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.

1.10 Firms should submit the affidavit (As per Form-A) & Consortium Agreement (As per Form-C) along with the bid/offer.

1.11 Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.

## **1.A CONDITIONS FOR PARTICIPATION OF JOINT VENTURE FIRMS**

(i) Separate identity/name shall be given to the Joint Venture firm.

(ii) Number of members in JV firm shall not be more than 3.

(iii) Members of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender**.

(iv) The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member.

(v) EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

(vi) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

(vii) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the RailTel in consultation with their law branch and shall be enclosed along with the tender)

(viii) Once the tender is submitted, the MoU shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this MoU shall be extended till the currency of the contract expires.

(ix) Approval for change of constitution of JV firm shall be at the sole discretion of RailTel. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

(x) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

(xi) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantee like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

(xii) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the RailTel before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.

This joint venture agreement shall have inter-alia following clauses:

a. **Joint and several liability** – The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to RailTel for execution of the project in accordance with General and special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

b. **Duration of the joint venture agreement** – It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.

c. **Governing Laws** – The JV agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

d. **Authorized Member** – Joint Venture members shall authorize one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

(xiii) Not used

(xiv) No member of the JV firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (RailTel) in respect of the said tender/contract.

(xv) Documents to be enclosed by the JV firm along with the tender:

A. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted: -

- (a) Notary certified copy of the Partnership Deed.
- (b) Consent of the all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original),
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

B. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed.

Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

C. In case one or more members is/are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

D. All the members of the JV shall certify that they have not been black listed or debarred by Railways/RailTel or any other Ministry/Department of the Govt. of India/State Govt. from participation in tender/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.

(xvi) Firms should submit the affidavit (As per Form-A) & Joint Venture Agreement/ Memorandum of Agreement (As per Form-B) along with the bid/offer.

**AFFIDAVIT**

(To be given separately by each Consortium/Joint Venture member of the Bidder on Stamp Paper of Rs. 10)

I, \_\_\_\_\_ S/o \_\_\_\_\_, Resident of \_\_\_\_\_, \_\_\_\_\_, the \_\_\_\_\_ [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of \_\_\_\_\_ [insert name of company/Consortium/Joint Venture member] (hereinafter referred to as "Bidder/Consortium/Joint Venture Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.
2. I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (hereinafter referred to as "RCIL") (**NAME OF WORK**) (hereinafter referred to as "Project") Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RCIL to verify our credentials / information provided by us under this tender and as may be deemed necessary by RCIL.
4. I say that if at any point of time including the extension period, in case RCIL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RCIL.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) document has been duly complied with.

**DEPONENT**

**VERIFICATION**

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_, 2016.

**DEPONENT**

**JOINT VENTURE AGREEMENT/MEMORANDUM OF AGREEMENT**

(On Stamp Paper of Rs fifty)

This Joint Venture Agreement/Memorandum of Agreement is executed at Gurgaon on this \_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the "**(NAME OF WORK)**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Joint Venture for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Joint Venture between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Joint Venture for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid “(NAME OF WORK)” in case the Joint Venture turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Joint Venture have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. That the share-holding of the members of the Joint Venture for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.
  - (iii) The Participant Member shall have \_\_\_\_\_ (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.
6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Joint Venture, the Members of the Joint Venture undertake to provide their own nominees as share-holders to the extent of their respective share-holding for the purpose of formation of a Special Purpose Company (SPC) through which the Joint Venture proposes to undertake the \_\_\_\_\_ of RCIL.
7. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
8. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.
9. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement/Memorandum of Agreement by the members of the Joint Venture does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.

10 That the Members of the Joint Venture undertake to specify their respective roles and responsibilities for the purposes of implementation of this Joint Venture Agreement and the said project if awarded to the Joint Venture in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Joint Venture Members to meet the requirements and stipulations of RCIL.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. ( _____ )	2. ( _____ )	3. ( _____ )
Managing Director	Managing Director	Managing Director
( _____ )	( _____ )	( _____ )
For (Name of company)	For (Name of company)	For (Name of company)

WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_

**Enclosure:**

Board resolution of each of the Joint Venture Members authorizing:

- (i) Execution of the Joint Venture Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT**

(On Stamp Paper of Rs fifty)

This Consortium Agreement is executed at Gurgaon on this \_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. \_\_\_\_\_, a Company having its Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President/ MD/.., \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART'

AND

M/s. \_\_\_\_\_, a Company having its Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President/ MD/.., \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the "**(NAME OF WORK)**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
- 8 That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected.
10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.

11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.

12. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. ( _____ ) Managing Director ( _____ ) For (Name of company)	2. ( _____ ) Managing Director ( _____ ) For (Name of company)	3. ( _____ ) Managing Director ( _____ ) For (Name of company)
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WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_

**Enclosure:**

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**FORMAT FOR AFFIDAVIT TO BE UPLOADED 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 (RailTel Corporation of India Ltd.), 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/TCIL website [www.railtelindia.com/www.tcil-india-electronictender.com](http://www.railtelindia.com/www.tcil-india-electronictender.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the 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 RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
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

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.*

**\*\*\*\*\* END OF TENDER DOCUMENT\*\*\*\*\***