

RailTel's Bid-Specific Additional Terms & Conditions**Information to Bidder for the “Supply & Installation of Air Conditioner for PoPs under Bhubaneswar and Ranchi Territories of RailTel, Eastern Region”**

Ref: GeM Bid No. GEM/2024/B/5103325

Dated: 28.06.2024

1. In the case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
2. Equipment offered shall have complete data sheets and detailed descriptions on OEM websites. The bidder shall provide the complete details in their bid.
3. GSTIN ID of the vendor should be provided from where goods will be supplied.
4. **Delivery & Installation Period:**

The supplier will have to supply and install the Air-conditioner within 45 days from the date of issue of the confirmed PO. If material is not supplied within the approved delivery period, then a penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to 10% of the contract value will be levied.

5. **Inspection :**
Inspection shall be carried out by the section-in-charge of RailTel.

Note: Supplier should also submit internal test report, guarantee, and fitment certificate along with the supply of materials.

6. **Delivery & Installation Address:**

6a. Bhubaneswar Territory:

Srl. No.	Station Name/ RailTel PoP Name	No. of machine to be supplied and Installed	Supply/ Installation Address
1	Bhubaneswar	1 No. Split AC (2T)	RailTel Corporation of India Limited, 1st Floor, Annex Building, B Block, Rail Vihar, Chandrashekharapur, Bhubaneswar - 751023
2	Khurda Road	2 Nos. Split AC (2T)	RailTel Corporation of India Limited POP, Railway Telecom Exchange, Near DRM building, Jatni, District: Khurda, PIN: 752050
3	Balugaon	1 No. Split AC (2T)	RailTel Corporation of India Limited POP, Near Railway Telecom Exchange, Balugaon Platform 1, Balugaon Railway Station. PIN: 752030
4	Paradeep	1 No. Split AC (2T)	RailTel Corporation of India Ltd. OFC POP, Railway Colony, Paradeep ,Dist.- Jagatsinghpur, PIN-754120.
5	Angul	1 No. Split AC (2T)	RailTel Corporation of India Ltd. OFC Hut, Near Angul Railway Station, Angul, Odisha, Pin - 759143

6	Gorakhnath	1 No. Split AC (2T)	RailTel Corporation of India Ltd OFC POP, Gorakhnath Railway Station, Dist. - Jagatsinghpur,PIN-754104
7	Balasore	1 No. Split AC (2T)	RailTel Corporation of India Ltd OFC POP Near Balasore Railway station . Dist.- Balasore, Odisha 756001.
8	Brahmapur	1 No. Split AC (2T)	RailTel Corporation of India Ltd OFC hut, Near RMS, Brahmapur Railway Station. PIN: 760005
9	Sambalpur	1 No. Split AC (2T)	RailTel Corporation of India Ltd Office, DRM Office Building, Sambalpur Railway Station, Khetrajpur,Dist-Sambalpur, Pin-768003

Official in-charge : Shri Bandaru Manodar, Sr. Manager/Bhubaneswar

6b. Ranchi Territory:

Srl. No.	Station Name/ RailTel PoP Name	No. of machine to be supplied and Installed	Supply/ Installation Address/ Contact person
1	Purulia	1 No. Split AC (2T)	Railway Adra Telecom Exchange, Near DRM office, Post-Adra, Dist: Purulia, PIN-723121 Mr. Abhishek Kumar/Chief Manager/ROU & Sh. Atanu Saha/CE/Adra Mob. No. 9777444116/9002044133
2	Dumka	1 No. Split AC (2T)	Sh. Brajesh Kumar, C/o Ajit Kumar Rajak, Rasikpur, Sonwadangal, Dist: Dumka, Jharkhand: 814101 Mr. Abhishek Kumar/Chief Manager/ROU & Sh. Brajesh Kumar/CE/Dumka Mob. Nos. 9777444116/ 7294883043
3	Basukinath	1 No. Split AC (2T)	Sh. Brajesh Kumar, C/o Ajit Kumar Rajak, Rasikpur, Sonwadangal, Dist: Dumka, Jharkhand: 814101 Mr. Abhishek Kumar/Chief Manager/ROU & Sh. Brajesh Kumar/CE/Dumka Mob. Nos. 9777444116/ 7294883043
4	Ambajora Shikaripara	1 No. Split AC (2T)	Sh. Brajesh Kumar, C/o Ajit Kumar Rajak, Rasikpur, Sonwadangal, Dist: Dumka, Jharkhand: 814101 Mr. Abhishek Kumar/Chief Manager/ROU & Sh. Brajesh Kumar/CE/Dumka Mob. Nos. 9777444116/ 7294883043
5	Jharsuguda	1 No. Split AC (2T)	RailTel Corporation of India Limited, Microwave Building, Wireless Playground, Railway Colony, Jharsuguda - 768201 (Odisha) Mr. Saurav Kumar/Assistant Manager/JSG Mob. No. 97774 44101
6	Sagara	1 No. Split AC (2T)	OFC Room, Sagra Railway Station, Sagra, Govindpur, Sambalpur-768224 Mr. Saurav Kumar/Assistant Manager/JSG Mob. No. 97774 44101

7	Dalbhargarh	1 No. Split AC (2T)	RailTel Corporation of India Ltd., Dhalbhumgarh Railway Station, East Singhum Distt., Jharkhand State, Pin code – 832302 Mr. Sanjay Mohanta/Chief Manager/TATA Mob. No. 77669 06546
8	Tatanagar	1 No. Split AC (2T)	RailTel Corporation of India Limited, Tatanagar Railway Telephone Exchange, Jamshedpur -831002 Mr. Sanjay Mohanta/Chief Manager/TATA Mob. No. 77669 06546
9	Chandil	1 No. Split AC (2T)	Railway Telephone Exchange, Post: Tankocha, Dist: Saraikela Kharsawan, Jharkhand: 832401 Mr. Sanjay Mohanta/Chief Manager/TATA Mob. No. 77669 06546
10	Tiruldih	1 No. Split AC (2T)	Tiruldih Railway Station, Sirkadih, Dist Saraikela-Kharsawan, Jharkhand: 892403 Sh. Sanjay Mohanta/Chief Manager/TATA & Mr. Mukesh Kumar/AE/MURI Mob. No. 7766906546/ 7085059030
11	MURI	1 No. Split AC (2T)	RailTel Corporation of India Limited, VHF Station, South Eastern Railway, Muri, Dist: Ranchi, Jharkhand: 835101 Sh. Sanjay Mohanta/Chief Manager/TATA & Mr. Mukesh Kumar/AE/MURI Mob. No. 77669 06546/ 7085059030
12	Kotshila	2 Nos. Split AC (2T)	O/o SSE/Tele(OFC Room), In front of RPF barrack Kothsila Railway Station, PO: Jiudaru, PS: Kothsila, Dist: Purulia Pin Code : 723213 Sh. Sanjay Mohanta/Chief Manager/TATA & Mr. Mukesh Kumar/AE/MURI Mob. No. 77669 06546/ 7085059030
13	Chaibasa	1 No. Split AC (2T)	Chaibasa Railway Station, OFC Room, Chaibasa, Jharkhand 833201 Sh. Sanjay Mohanta/Chief Manager/TATA & Sh. Rajesh Saho/FE/CKP Mob No. 77669 06546/ 7044821118
14	Manoharpur	1 No. Split AC (2T)	O/o JE/Tele/MOU, OFC Hut, Manoharpur Railway station, Dist: West Singhbhum, Jharkhand-833104 Mr. Abhishek Kumar/Chief Manager/ROU & Sh. Ashim Parida/FE/ROU Mob No. 9777444116/ 7381988002
15	Ranchi	2 Nos. Split AC (2T)	RailTel Corporation of India Ltd. Ranchi Territory Office, Opp. Ranchi Railway Station, PO Chutia, Jharkhand Pin code – 834 001. Sh. Uma Shankar Priyadarshi Mob No. 7085053619
16	Bokaro Steel City	1 No. Split AC (2T)	Bokaro Steel Railway station, VHF Station, South Eastern Railway, Jharkhand: 827010 Sh. Sanjay Mohanta/Chief Manager/TATA & Mr. Mukesh Kumar/AE/MURI Mob No.77669 06546/7085059030

17	SINI	1 No. Split AC (2T)	Sini Junction Railway Station, OFC Room,Sini, Sohandih, Jharkhand -833220 Sh. Sanjay Mohanta/Chief Manager/TATA & Sh.Rajesh Saho/FE/CKP Mob No. 77669 06546/ 7044821118
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7. Estimated cost : Rs. **17,12,901/-** (Incl. GST)

8. **Earnest Money Deposit (EMD): Rs. 34,300/-** can be paid by online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account Beneficiary Name: RailTel Corporation of India Limited Account No. : 401601010519491, IFSC Code UBIN0540161, Bank Name: Union Bank of India, Chowringhee Road Branch, Branch address: 1/1, Camac Street, Ground Floor, Kolkata – 700016.

EMD can also be submitted in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of "RailTel Corporation of India Ltd." payable at Kolkata.

Proof of payment shall be submitted online on GeM portal and if EMD is submitting in the form of Demand Draft/Pay Order/Banker's Cheque, the original should reach at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 within the date and time of opening of GeM Bid.

EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/ as per the latest Govt. of India guidelines. **Under MSE category, only manufacturers for offered goods in case of bid for supply of goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.** The bidders claiming the preference must submit relevant documents.

The Bid received without EMD /Documentary proof of relevant documents prescribed under the relevant order Exemption of EMD, will be summarily rejected.

Sellers under Bid Security/Earnest Money exempted category shall submit "Bid Security Declaration" as per Form No.3 accepting that if they withdraw or modify their bids during period of validity etc., they shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for three years from the date of issue of such orders.

1. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
2. The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/ PO and submission of PBG.

9. **Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit security deposit in the form of Demand Draft/ Pay Order/ Banker's Cheque or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial Bank (either private or PSU but not from any cooperative bank or NBFC) is required to be submitted within 30 days of issue of Purchase Order with validity of 90 days beyond warranty period, 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. PBG format specified in **Annexure-IV**.

- ii. The security deposit/PBG shall be submitted to RailTel Corporation of India Ltd., Kolkata.
- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

Detail for online SFMS confirmation using the platform is as below:
BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- iv. The Security Deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Kolkata.

Note:

1. Any Performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

10. Eligibility Criteria:

10.1 Technical Eligibility for Bidder:

The Bidder/OEM {themselves or through reseller(s)}, should have executed project for supply and installation /commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance Certificate issued by respective Buyer Organisation for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

Similar Category of Product : "Supply & installation of Air conditioner" for any Government department or Public Sector Units or public listed companies, Private TELECOs (as per note below).

(Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria).

Note-1 : In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

Note-2: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with

estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

10.2 Financial Eligibility Criteria:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

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

The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of material and facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years. In case OEM is located outside India, it should have manufacturing, repair, service centre facilities in India also. The certificates/ Undertaking for the same will have to be submitted.)

Bidder should not have been banned/blacklisted by any Govt./Semi Govt./ PSU/ State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the OEM.

10.3 The bidder should have authorization specific to this tender from the respective OEM as per **Annexure-I**.

10.4 The bidder should have a registered office in India for a minimum period of 2 years as on the schedule date of bid opening. A certificate of incorporation will have to be submitted.

11 **Splitting of Quantity:** Not Applicable.

12 **Evaluation Criteria:**

- i. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis and installation cost which will include basic rate, GST, freight, insurance, and any other charge or cost quoted by the tenderer.
- ii. Offers from the tenderer not meeting the eligibility criteria will not be considered.

Note: 1. RailTel may discharge the tender at any stage without assigning any reason.

13. Variation of Quantities at the Time of Award

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

14. Warranty:

- 14.1 The material is to be warranted for one year from the date of delivery & installation. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 14.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within 72 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 14.3 Replacement under the warranty clause shall be made by the contractor free of all charges at the site including freight, insurance, and other incidental charges.
- 14.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 14.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period after their delivery from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 14.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise

that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract RailTel relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 19 of shall apply.

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

15. **SLA:**

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 72 hrs. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

16. **Long Term Maintenance Support:**

Not applicable

17. **Payment Conditions: -**

Payment will be done after submission of the following documents:

- i. Tax Invoice.(GST amount on the invoice should be reflected on the GST portal for the invoice raised as per due date) (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN)
- ii. Delivery Challan
- iii. E-way bill
- iv. Inspection Certificate by the consignee
- v. Consignee's receipt
- vi. Warranty guarantee certificate of OEM
- vii. Performance Bank Guarantee
- viii. Installation report

100% on part supply of Equipment at site and installation duly inspected and accompanied with above-mentioned documents.

18. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper

stating that they are not liable to be disqualified and that all their statement/documents submitted along with bid are true and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. **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 the 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 Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) 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 (RCIL), 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 (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL).

19. **Marking of Material Supplied:**

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

20. **Online Submissions:**

The bidder is required to upload and submit the following documents on line before the due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD submission details/ Documentary proof of exemption from submission of EMD along with Bid Security Declaration as per Annexure-III.
- (ii) Clause wise compliance along with all mentioned documents/ annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria vide para 10
- (vii) MAF/OEM Authorization as per **Annexure-I**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-II**.
- (ix) Duly notarized Power of Attorney in name of authorized signatory

21. **Offline submission:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 at any point of time whenever asked for verification. In case original are not produced before due date, bid may be rejected.

22. **Public Procurement (Preference to make in India) :**

Public procurement (Preference to Make in India), Order 2017 as amended from time to time including Revision Dt. 04.06.2020 and its subsequent Orders/ Notifications issued by concerned Nodal Ministry for specific Goods/Products is

applicable to this tender.

23. Insurance

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

24. Constitution of Firm and Power of Attorney

24.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing :-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

24.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

24.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

24.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated of copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.

Note:

- 1) The bidder is required to give acceptance of all the clauses of **GeM bid**, ATC and RailTel's Bid Specific **ATC** document. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM portal only.
- 3) This bid is governed by the Bid Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2024/B/5103325**
- 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

- 5) In case, if any contradiction between GeM Bid, GEM GTC, RailTel's Bid Specific Additional Terms & Conditions will prevail.

25. DENIAL CLAUSE :

Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

26. Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

27. Bidders sharing a land border with India:

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender.

28. Trade Receivables Discounting System (TReDS):

TReDS feature is available on m1xchange portal,

URL: <https://www.m1xchange.com>.

- i. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com> MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/ Service) while submitting the invoices if requires to avail TReDS facility.
- ii. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing. or any other charges known by any name shall be borne by MSE Vendor.
- iii. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- iv. RailTel shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Annexure-I

Dated:

**Principal Executive Director,
RailTel Corporation of India Ltd.
Eastern Region, 19th Floor,
Aurora Waterfront Building,,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Bidhannagar,
Kolkata - 700091.**

**Subject: Manufacturer Authorization form (MAF) to M/s..... for
.....
Ref: GeM Bid No. GEM/2024/B/5103325 dated: 28.06.2024**

Dear Sir,

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

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

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

Thanking you,

Best regards,

Authorised Signatory

Annexure-II

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 stamp paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of RailTel Corporation of India Ltd., Eastern Region do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s) am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from RailTel's website www.railtelindia.com or GeM Portal <https://gem.gov.in>. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel Corporation of India Ltd. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel Corporation of India Ltd.

**DEPONENT SEAL
AND SIGNATURE OF THE TENDERER**

VERIFICATION

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

**DEPONENT SEAL
AND SIGNATURE OF THE
TENDERER**

Place:

Dated:

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

Annexure - III

FORMAT BID SECURITY DECLARATION

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

Whereas, I/We _____(Name of Agency) has submitted bid for _____(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being _____

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit :-

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

Or

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

Or

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

Or

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

Or

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative Name of Firm

Date

Annexure - IV

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(to be stamped in accordance with the stamp act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order/LOA 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, on production of a Bank Guarantee for Rs. (Rs only). We (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , (name of the Bank) and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) 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) / Bidder(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) / Bidder(s) shall have no claim against us for making such payment.
4. 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 We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

- 6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
- 7. We, the Bank further agree that this guarantee shall be invokable at our place of business at/Kolkata (indicate detailed address of local Kolkata Branch with code no.). The branch at Kolkata is being advised accordingly.
- 8. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
- 9. Notwithstanding anything contained herein,
 - 1. Our liability under the Bank guarantee shall not exceed Rs..... (In Rupees)
 - 2. This Bank Guarantee shall be valid up to..... and
 - 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before (date of expiry of guarantee).

Dated the day of 2024

for
(indicate the name of the Bank)

Witness

- 1. Signature
Name
- 2. Signature
Name
