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Delhi IT Park, Block-III, 6TH Floor
Shastri Park, New Delhi-110053
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ELECTRONIC TENDER DOCUMENT

Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.

E- निविदा न. GEM/2024/B/5447535 Dt. 08.11.2024

E-Tender Notice No. GEM/2024/B/5447535 Dt. 08.11.2024

Due for opening on: 29.11.2024

CIN-U64202DL2000GOI107905

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E- TENDER NOTICE

RailTel Corporation of India Ltd., Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013 invites Open E-Tender for the work of - **Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.**

1	Name of work	Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.
2	E-Tender No.	GEM/2024/B/5447535
3	Last date & time for submission of tender	29.11.2024 up to 15:00 hrs.
4	Opening date &time of tender documents.	29.11.2024 at 15:30 hrs.
5	Validity of offer	45 days from the date of opening of tender.
6	Approximate Cost	Rs. 4,52,412/-
7	EMD	Nil
8	Completion period	45 Days from date of each Sub PO
9	Web address for availability of tender document and submission of Tender	www.ireps.gov.in
10	Cost of Tender document	Nil
11	Bidding Start Date	08.11.2024
12	TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
<p>Note: If the Tender document is downloaded from the website then the cost of e-tender document as stated above has to be submitted through net banking or payment gateway only on website www.ireps.gov.in.</p>		

- (i) The rates should be inclusive of taxes, however, breakup of all the taxes charged by the bidder shall be shown separately. The tenderer has to submit the breakup of all taxes at the time of submission of their "Tax invoices" also. The tenderer has also to submit their GSTIN No. at the time of submissions of their "Tax invoices". In addition to it, the contractor should submit copy of GSTIN registration certificate for the states wherever applicable. PF Account & ESI registration no. should also be available with the contractor. All the statutory provisions have to be made by the contractor. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendor should file GST return and transfer credit of GST in RailTel account as per GST procedure.

- (ii) All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal only.
- (iii) The offers shall be opened on above said date, in the presence of those bidders, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.
- (iv) Late/Delayed/incomplete tenders and tenders without submission of EMD and tender document fee will be summarily rejected.
- (v) Tender can be viewed and submitted through website www.ireps.gov.in only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel's website www.railtelindia.com
- (vi) Payment of Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only.
- (vii) The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be self-attested / digitally signed by the tenderer or authorized representative of the tendering firm. Self – attestation shall include signature, stamp and date (On each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- (viii) Evaluation will be done as per Tender Para 3.16 Qualifying Criteria.
- (ix) “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in tender document (**Form 16**). Non submission of an affidavit by the bidder shall result in summery rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (x) Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, are exempted from paying cost of tender document. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with supply of T&P item, any Telecom / Computer work, any Electrical work as per NIT for the exemption is to be submitted. These exemptions shall be applicable provided units are registered with

NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.

- (xi) Startup Firms recognized by Department for Promotion of Industry & Internal Trade (DPIIT) claiming relaxations are required to submit along with their offer, a copy of their current and valid Startup registration certificate otherwise their offer would not be considered.

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

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

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ई-निविदा सूचना

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, वेस्टर्न रेलवे माइक्रोवेव कंपाउंड, सेनापति बापट मार्ग, महालक्ष्मी, मुंबई-400013 निम्नलिखित के कार्य के लिए खुली ई-निविदा आमंत्रित करता है - रेलटेल के पश्चिमी क्षेत्र में एल्टेक मॉड्यूल के रेक्टिफायर और नियंत्रण इकाइयों की मरम्मत के लिए तीन साल के लिए वार्षिक दर अनुबंध जिसे एक साल तक बढ़ाया जा सकता है।

1	कार्य का नाम	रेलटेल के पश्चिमी क्षेत्र में एल्टेक मॉड्यूल के रेक्टिफायर और नियंत्रण इकाइयों की मरम्मत के लिए तीन साल के लिए वार्षिक दर अनुबंध जिसे एक साल तक बढ़ाया जा सकता है।
2	ई-निविदा सं.	GEM/2024/B/5447535
3	निविदा जमा करने की अंतिम तिथि और समय	29.11.2024 को 15:00 बजे तक।
4	निविदा दस्तावेजों के खुलने की तारीख और समय	29.11.2024 को 15:30 बजे।
5	ऑफर की वैधता	निविदा खोलने की तारीख से 45 दिन।
6	अनुमानित लागत	₹. 4,52,412/-
7	ईएमडी	शून्य
8	पूर्ण करने की अवधि	प्रत्येक उप पीओ की तारीख से 45 दिन।
9	निविदा दस्तावेज की उपलब्धता और निविदा प्रस्तुत करने के लिए वेब पता	www.ireps.gov.in
10	निविदा दस्तावेज की लागत	शून्य
11	बोली प्रारंभ तिथि	08.11.2024
12	TReDS सुविधा उपलब्ध है	हाँ, m1xchange पोर्टल पर। (url: https://www.m1xchange.com)
<p>नोट: यदि निविदा दस्तावेज वेबसाइट से डाउनलोड किया गया है तो ऊपर बताए अनुसार ई-निविदा दस्तावेज की कीमत नेट बैंकिंग या पेमेंट गेट वे के माध्यम से केवल वेबसाइट www.ireps.gov.in पर जमा करनी होगी।</p>		

- (i) दरों में कर शामिल होना चाहिए, हालांकि, बोली लगाने वाले द्वारा लगाए गए सभी करों का ब्रेकअप अलग से दिखाया जाएगा। निविदाकर्ता को अपने "कर चालान" भी जमा करने के समय सभी करों का ब्रेकअप प्रस्तुत करना होगा। निविदाकर्ता को अपने "कर चालान" प्रस्तुत करने के समय अपना जीएसटीआईएन नंबर भी जमा करना होगा। इसके अलावा, ठेकेदार को जहां भी लागू हो, राज्यों के जीएसटीआईएन पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी। पीएफ खाता और ईएसआई पंजीकरण संख्या। ठेकेदार के पास भी उपलब्ध होना चाहिए।

- सभी वैधानिक प्रावधान ठेकेदार द्वारा किए जाने हैं। यदि सफल निविदाकार सीजीएसटी/आईजीएसटी/यूटीजीएसटी/एसजीएसटी अधिनियम के तहत पंजीकृत होने के लिए उत्तरदायी नहीं है, तो रेलटेल आरसीएम के तहत उसके/उनके बिल से लागू जीएसटी की कटौती करेगा और उसे संबंधित कर प्राधिकरण को जमा करेगा। विक्रेता को जीएसटी रिटर्न दाखिल करना चाहिए और जीएसटी प्रक्रिया के अनुसार रेलटेल खाते में जीएसटी का हस्तांतरण करना चाहिए।
- (ii) भविष्य की सभी जानकारी जैसे। इस निविदा के लिए शुद्धिपत्र/परिशिष्ट/संशोधन इत्यादि केवल ई-निविदा पोर्टल पर पोस्ट किए जाएंगे।
- (iii) प्रस्ताव उक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे, जो उपस्थित रहना चाहते हैं। उक्त तिथि को अवकाश होने पर अगले कार्य दिवस को खोला जायेगा।
- (iv) विलंबित/विलंबित/अपूर्ण निविदाएं और ईएमडी और निविदा दस्तावेज शुल्क की घोषणा के बिना निविदाओं को सरसरी तौर पर खारिज कर दिया जाएगा।
- (v) निविदा केवल वेबसाइट www.ireps.gov.in के माध्यम से देखी और प्रस्तुत की जा सकती है। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। निविदा दस्तावेज रेलटेल की वेबसाइट www.railtelindia.com पर देखा जा सकता है।
- (vi) ई-निविदा के संबंध में निविदा दस्तावेज लागत (टीडीसी) का भुगतान नेट बैंकिंग या पेमेंट गेट वे के माध्यम से ही स्वीकार किया जाएगा।
- (vii) निविदाकर्ता निविदा दस्तावेज में उल्लिखित पात्रता मानदंड को पूरा करने के लिए अपने दावे के समर्थन में दस्तावेज प्रस्तुत करेगा। निविदाकर्ता द्वारा प्रस्तुत क्रेडेंशियल्स के समर्थन में दस्तावेजों / प्रमाणपत्रों की प्रति का प्रत्येक पृष्ठ, निविदाकर्ता या निविदाकर्ता फर्म के अधिकृत प्रतिनिधि द्वारा स्व-सत्यापित / डिजिटल रूप से हस्ताक्षरित होना चाहिए। स्व-सत्यापन में हस्ताक्षर, मुहर और तारीख (प्रत्येक पृष्ठ पर) शामिल होगी। केवल वे दस्तावेज जो निविदाकर्ता द्वारा स्पष्ट रूप से घोषित किए गए हैं, "पात्रता मानदंड को पूरा करने के दावे का समर्थन करने वाले दस्तावेज" के रूप में उनकी निविदा के मूल्यांकन के लिए विचार किया जाएगा।
- (viii) निविदा अनुच्छेद 3.16 पात्रता मानदंड के अनुसार मूल्यांकन किया जाएगा।
- (ix) "निविदाकर्ता एक गैर-न्यायिक स्टाम्प पेपर पर एक नोटरीकृत हलफनामा प्रस्तुत करेंगे, जिसमें कहा गया है कि वे अयोग्य घोषित करने के लिए उत्तरदायी नहीं हैं और बोली के साथ प्रस्तुत किए गए उनके सभी विवरण / दस्तावेज सत्य और तथ्यात्मक हैं। बोलीदाता द्वारा प्रस्तुत किए जाने वाले शपथ पत्र का मानक प्रारूप निविदा दस्तावेज (फॉर्म 16) में दिया गया है। बोलीदाता द्वारा हलफनामा प्रस्तुत न करने पर उसकी/उनकी बोली को समरी रिजेक्शन कर दिया जाएगा। और यह अनिवार्य रूप से निविदाकर्ता के लिए अनिवार्य होगा कि वे सहायक दस्तावेजों की पहचान करें, बताएं और विधिवत स्व-सत्यापित करें, जिसके द्वारा वे निविदा दस्तावेज में उल्लिखित योग्यता मानदंड को पूरा कर रहे हैं।

- (x) एकल बिंदु पंजीकरण योजना के तहत एनएसआईसी के साथ पंजीकृत छोटी इकाइयां या जिला उद्योग केंद्रों या खादी और ग्रामोद्योग आयोग या खादी और ग्रामोद्योग बोर्ड या कयर बोर्ड या हस्तशिल्प निदेशालय के साथ एमएसएमईडी अधिनियम 2006 के तहत सूक्ष्म, लघु और मध्यम उद्यमों के रूप में पंजीकृत & हथकरघा या सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय द्वारा निर्दिष्ट और इस निविदा में भाग लेने वाले किसी अन्य निकाय को निविदा दस्तावेज की लागत से छूट दी गई है। यदि फर्म एनएसआईसी के साथ पंजीकृत है या टी एंड पी मद की आपूर्ति के साथ वैध पंजीकरण प्रमाण पत्र की एमएसएमईडी के तहत, किसी भी दूरसंचार / कंप्यूटर कार्य, एनआईटी के अनुसार किसी भी विद्युत कार्य को छूट के लिए प्रस्तुत किया जाना है। ये छूट तब लागू होंगी जब निविदा मद के लिए इकाइयां एनएसआईसी या एमएसएमईडी के तहत पंजीकृत हों और पंजीकरण वर्तमान और वैध हो। इन छूटों का दावा करने वाली फर्म को अपने प्रस्ताव के साथ एनआईटी के अनुसार कार्य के समान दायरे के वैध पंजीकरण प्रमाण पत्र की प्रति जमा करनी होगी अन्यथा उनके प्रस्ताव पर विचार नहीं किया जाएगा।
- (xi) छूट का दावा करने वाले उद्योग संवर्धन और आंतरिक व्यापार विभाग (DPIIT) द्वारा मान्यता प्राप्त स्टार्टअप फर्म को अपने प्रस्ताव के साथ अपने वर्तमान और वैध स्टार्टअप पंजीकरण प्रमाणपत्र की एक प्रति जमा करनी होगी अन्यथा उनके प्रस्ताव पर विचार नहीं किया जाएगा।

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

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

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BID DATA SHEET

The section consists of provisions that are specific to various clauses of tender document:

Reference	Description
Schedule of Requirement Chapter – 1	Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.
Tender notice	<p>Last date of submission: As per GeM Portal</p> <p>Date of opening of tender: As per GeM Portal</p> <p>Venue: RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi (West), Mumbai – 400013</p>
Instructions to Tenderers & Conditions of e-Tendering, Clause – 3, Chapter 3	<p>Eligibility criteria –</p> <p>3.16.3 Technical Capability:</p> <p>3.16.3.1 The tenderer must have successfully completed any of the following during Last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of the advertised value of the Tender. OR Two similar works each costing not less than the amount equal to 40% of the advertised value of the Tender. OR One similar work each costing not less than the amount equal to 60% of the advertised value of the Tender.</p> <p>3.16.3.2 The technical eligibility for the contract as per para 3.16.3.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of Sum of the advertised value of the quoted SOR.</p> <p>3.16.3.3 Definition of similar single work is as under- Works similar to the scope of work as contained in this tender shall mean</p> <p>i) Repair/Servicing/Rehabilitation/Maintenance of Battery Charger/Switch Mode Rectifier (SMR)/Control Supervisory Unit (CSU)</p>

	<p style="text-align: center;">OR</p> <p>ii) Repair/Service/Rehabilitation/Maintenance of Other equivalent electrical devices of SMPS.</p> <p>The work should have been executed for Govt./PSUs/Telecom Service Providers/ Infrastructure Providers</p> <p>Note: In the case of Non-OEMs, it is mandatory to submit a Manufacturer Authorization Form (MAF).</p> <p>3.16.4 Financial Capability:</p> <p>3.16.4.1 The tenderer must have received minimum cumulative turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the Tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p> <p>(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).</p> <p>3.16.4.2 The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 3.16.4 (i) above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.16.4 (i) above. The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.</p> <p>(Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration).</p>
<p>Preamble, Clause-1, Chapter-1</p>	<p>1.11 Earnest money – as per Tender Notice</p>
<p>Preamble, Clause-1, Chapter-1</p>	<p>1.8 Validity of offer – 45 days (forty five) from the date of opening of tender.</p>

<p>Preamble, Clause-1, Chapter-1</p>	<p>1.13 Performance Guarantee – The successful bidder is required to give a Performance Bank Guarantee in the form of an irrevocable Bank Guarantee amounting to 10% of the total contract value for schedule as perform for successful completion of the work as detailed in Para 5.3.2 of Tender document No other form of bank guarantee will be accepted except schedule bank guarantee.</p> <p>Note:</p> <p>1) 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.</p> <p>2) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.</p> <p>No Interest on Earnest Money and Performance Security: No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.</p>
<p>Preamble, Chapter-1</p>	<p>1.19 Warranty – All material repaired should be covered under warranty as per Para 5.11 and 5.6 of tender document.</p>

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Annexure-1

Scanned copy of the Documents to be uploaded along with offer

Sr. No.	Subject/Context	Required Documents/Form	Action if required documents not submitted along with the tender
1	Earnest Money Deposit	NIL	Summarily Rejected (MSEs Units registered with UDYAM under single point registration scheme shall be exempted from EMD cost)
2	Constitution of Firm documents.		Liable to be Rejected
A	In case of Sole Proprietorship Concern	Notarised Proprietorship deed on stamp paper.	
B	In case of a "Partnership Firm/Concern"	<p>1) Notary certified copy of the Partnership Deed.</p> <p>2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State)(as applicable) etc. issued by Registrar of firms.</p> <p>3) Notarised/Registered Power of Attorney in favour of the individual signing the tender document authorized by all the partners to act on behalf of the firm and create liability against the Firm.</p> <p>4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/Railtel or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners.</p>	

		Note: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.	
C	1.	<u>Technical Eligibility Criteria:-</u> Completion/Performance Certificate in support of similar nature of work as per clause 3.16.3 of Instructions to Tenderers and Conditions of e-Tendering clause 3 chapter-3 of tender document.	
	2.	<u>Financial Eligibility Criteria:-</u> Contractual payment received as per clause 3.16.4 of Instructions to Tenderers and Conditions of e-Tendering clause 3 chapter-3 of tender document.	
	3	<u>Form No. 1 (Offer letter):</u>	Liable to be Rejected
	4	<u>Form No. 5 (Statement of deviation)</u>	Liable to be Rejected
	5	<u>Digital sign copy of tender document</u>	Liable to be Rejected
	6	<u>Form No. 16 (Notarized Affidavit)</u>	Summarily Rejected

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Chapter – 1

Preamble

1.0 Name of work:
Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.

1.1 Scope of work:

The Annual Rate Contract is for repairing of Rectifiers having various capacity and Control Units of Eltek make installed/spare at various sites of RailTel across the Western Region.

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

1. The Contractor will use the standard original material to rectify faults. As such RailTel will not supply any type of material. Cannibalizing will not be accepted.
2. The Contractor shall have to repair different capacity of Rectifier Modules 25/50/75/100/200 AMP, etc and Control Units.
3. ARC includes essential repairing of electronic/electrical component of the Rectifiers and Control Units. Therefore, the contractor shall bear cost of all spare parts of related items or any other item necessary for repairing of the Rectifiers and Control Units.
4. Contractor will be responsible for transportation and delivery of the Rectifiers and Control Units as per consignee details. Such Rectifiers and Control Units under repair should be repaired to the satisfaction of the RailTel and returned within a period as specified in this Tender document.
5. Before accepting the faulty Rectifiers and Control Units, the contractor may check that the faulty Rectifiers and Control Units are complete in all respects and all components (which need not be of same company) are available in each Rectifiers and Control Units. Any report of missing components or damage in PCB of Rectifiers and Control Units after the receipt of Rectifiers and Control Units for repair by contractor will not be entertained. The contractor has to ensure that the Rectifiers and Control Units handed over for repair are not physically damaged.
6. Any physical damage during repair will be the contractor's responsibility.
7. No part payment will be made for repair work.

Note: Above scope has been indicatively defined to have glimpse of work/s to be executed whereas it is intended that any activity/work required to be done to meet the end-objective will be the sole responsibility of selected bidder "contractor".

1.2 Tender Bid

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

Last date & time of submission of queries/clarifications: One week before bid start date. It is requested that any queries/clarifications regarding the tender may be sent through e-mail to amitapathak@railtelindia.com (in word format) by authorized person only.

1.3 Qualifying Criteria:

For qualifying in the tender, the tenderer shall be required to meet the eligibility requirement as given in Para 3.16 of tender document. Fulfilling of eligibility criteria as mentioned in the tender document is pre-requisite for the consideration of the offer of the tenderer.

Note: In the case of Non-OEMs, it is mandatory to submit a Manufacturer Authorization Form (MAF).

1.4 Last date of Submission

The tenderer shall submit their offer online only up to date mentioned in e-Tender Notice.

1.5 Date of Opening of Tender

The tenders will be opened at 15.30 hrs on the date mentioned at the address as below :- Executive Director, RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400 013

1.6 RailTel reserves the right:-

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To carry out capability assessment of the bidder(s) including referral to in-house information.
- c) RailTel shall not be responsible for any delay in the receipt of tender and reserves the right to accept/reject any or all tenders.
- d) To change / modify the existing location/site of the work as per requirement.

1.7 Work Load:

The tenderer to submit the present work load of the contracts in hand as per the format (Form No 9). The performance of the tenderer with regard to satisfactory execution of more than one contract simultaneously in the past shall be taken into account.

1.8 Validity of Offer

The tenderer shall keep the offer open as mentioned in e-tender notice. Within that period the tenderer, can't withdraw his offer. This period can be extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

1.9 Completion Period of Work:

As mentioned in e-Tender Notice.

1.10 Address for correspondence :-

Principal Executive Director,
RailTel Corporation of India Limited,
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi (W), Mumbai - 400 013

1.11 Earnest Money :

- (i) Earnest Money as per Tender Notice shall be submitted online only.

- (ii) The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance and furnish Performance Security as per time line given.
- (iii) Tenders not accompanied by Earnest Money shall be summarily rejected.
- (iv) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible.
- (v) MSEs and Startups are exempted from submission of Earnest Money.

1.12 Security Deposit – Deleted

1.13 Performance Bank Guarantee

The successful bidder is required to give a Performance Bank Guarantee in the form of an irrevocable Bank Guarantee amounting to 10% of the total contract value for schedule as perform for successful completion of the work as detailed in Para 5.3.2 of Tender document No other form of bank guarantee will be accepted except schedule bank guarantee.

Note:

- 1) 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.
- 2) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

No Interest on Earnest Money and Performance Security:

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

1.14 Schedule of Requirement

The items covered for repairing are indicated in Schedule of Requirement of this tender document.

1.15 Work to be done by RailTel

To handover faulty Rectifiers and Control Units to the Contractor and receive Repaired Rectifiers and Control Units from the Contractor.

1.16 Materials to be supplied by RailTel :

No material required for repair will be provided by RailTel.

1.17 Materials to be supplied by Contractor

As per requirements to meet end objective.

1.18 Submission

- 1.18.1 The tenderer shall submit all the required information in the relevant forms attached to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of

numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.

- 1.18.2 Before submitting a tender the tenderer will be deemed to have satisfied himself by actual inspection of Rectifiers and Control Units, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions for the completion of the entire satisfaction of the Engineer.
- 1.18.3 Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST/Integrated Goods and Services Tax Act,2017(IGST)/ Union Goods and Services Tax Act,2017(UGST)/ respective state's Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefits of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 1.18.4 The successful tenderer who is liable to be registered under CGST/IGST/UGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UGST/SGST Act to RCIL immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 1.18.5 In case the successful tenderer is not liable to be registered under CGST/IGST/UGST/SGST Act, the RCIL shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. Labour Cess shall be deducted from bills as applicable under Liability to pay cess under building and other construction workers welfare Act, 1996 and deposited in relevant state where work is being executed.
- 1.19 Warranty Support**
All material repaired should be covered under warranty as per Para 5.11 and 5.6 of tender document.
- 1.20 Trade Receivables Discounting System (TReDS) for MSME**
Refer Para 3.5.10 of Tender Document for availing the facility of bill discounting on TReDS platform.

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Chapter – 2

Schedule of Requirement “SOR”

Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.

For Repairing of Rectifiers and Control Units of Eltek Module:

Schedule of Requirement (SOR)				
Sr. No.	Item Description	Approx. Quantity/3 Years (No.)	Unit Rate (With GST) (Rs.)	Amount/3 Years (With GST) (Rs.)
A	SMR			
1	25 Amp	90	3540	318600
B	CSU			
1	ELTEK	27	4956	133812
Total Amount (Rs.)				452412

Note: Bidder has to quote rate for SOR online on GeM portal for 3-Years.

Signature of the Tenderer with Stamp

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Chapter – 3

Instructions to Tenderers and Conditions of e-Tendering

3.1 GENERAL INSTRUCTIONS

- 3.1.1 Tender is invited by RailTel, Western Region Mumbai, to execute the work from established and reliable contractors for the work detailed in chapter 1.
- 3.1.2 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender documents**". These regulations for Tender and Contracts shall be read in conjunction with the General Conditions of contract and shall be subject to modifications, additions or suppression, overwrite by Special conditions of contract and/or special specifications, if any, annexed to the tender document.

3.2 INTERPRETATIONS

The following terms wherever occurring in the tender document and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

- a) "**ARC**" means Annual Repair Contract to be signed between the 'Purchaser (RailTel)' and 'Contractor' on per year basis.
- b) "**The Advance Work Order**" means the intention of Purchaser to place the Work Order on the bidder.
- c) "**CONTRACT**" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.
- d) "**CONTRACTOR**" Means the successful Tenderer, i.e., the Tenderer whose Tender has been accepted either in whole or in part.
- e) "**CONTRACTOR'S REPRESENTATIVE**" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser's Engineers and carry out the same.
- f) "**ENGINEER-IN-CHARGE**" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.
- g) "**ENGINEER**" Shall mean the supervisor of RailTel in direct charge of the works.
- h) "**EQUIPMENT**" Means all or any equipment considered necessary by the Purchaser's Engineers for satisfactory operation, as a whole, of the installations.
- i) "**MONTH**" Means any consecutive period of thirty days.

- j) **"MATERIALS"** Means all equipments, components, fittings and other materials including raw materials required to complete the work.
- k) **"PURCHASER"** Means RailTel Corporation of India Limited, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013
- l) **"PURCHASER'S ENGINEER"** Means the Executive Director of RailTel or successor who will decide all matters relating to design, manufacture, and installation and commissioning of the plant and equipment at site.
- m) **"SUB-CONTRACTOR"** Means an individual or a firm of Contractor or a Company registered under Indian Company Act or an approved supplier of materials to whom the Contractor sublets portions of the contract.
- n) **"CONSIGNEE"** Means the person specified in the Acceptance of Tender to whom Stores are to be delivered at the destination.
- o) **"INSPECTING OFFICER"** Means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorized representative.
- p) **"RailTel"** Means RailTel Corporation of India Limited, Western Region, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013.
- q) **"SITE"** Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineer, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser's Engineer may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.
- r) **"TENDERER"** Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.
- s) **"WORK OR WORKS"** Means all or any of the items of the work for which the Tenderer / Contractor has Tendered/contracted according to the specifications, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- t) Bidder and Tenderer are the same.
- u) **"Near Relative": -**
The near relatives of all RailTel Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of RailTel. The detailed guidelines in this regard are given in the following paragraphs: -
- i) The near relatives for this purpose are defined as:
* Members of a Hindu Undivided family,
* They are husband and wife,

* The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister'(s)husband (brother-in-law).

ii) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all RailTel employees in view of this as soon as any RailTel employee becomes aware of the above aspect, he must intimate this to the prescribed authority.

iii) The Company or firm or any other person is not permitted to tender for works in RailTel Unit in which his near relative(s) is (are) posted. The tender/work will be cancelled and earnest money will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

* The format of the certificate to be given is

"I S/o.....
.....r/o..... hereby certify that none of my relative(s) as defined in the tenderdocument is/ are employed in RailTel unit. In case at any stage, it is found that the information given by me is false/ incorrect, RailTel shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

v) "**WRITING**" Includes all matters written, typewritten or printed either in whole or in part.

w) "**Constructional Plant**" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or the temporary works (as hereinafter defined) but do not include materials or other things intended to form or forming part of the permanent work. (i) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works. (ii) "Period of maintenance" shall mean the specified period of the maintenance from the date of completion of the work as certified by the Engineer.

x) Singular and Plural: Works importing the singular number shall also include the plural and vice versa where the context requires.

y) Headings & marginal headings: The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

3.3 LOCAL CONDITIONS

3.3.1 The intending tenderer is advised to study the tender document carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

3.3.2 Should a tenderer find discrepancies in, or omission from any of the Tender documents or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all Tenderers.

3.4 COMPLIANCE TO TENDER CONDITIONS

3.4.1 The tenderer shall indicate Paragraph by Paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).

3.4.2 The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.

3.4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

3.4.4 The tenderer should serially number all the pages of the bid

3.5 EARNEST MONEY

3.5.1 The tenderer shall furnish an amount given in "Para-1.11 of tender document" online only.

3.5.2 Pay orders, demand drafts, bankers cheque etc. will not be accepted.

3.5.3 The tenderers shall hold the offer open till such date as specified in Para 1.8 of the tender document. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by RailTel.

3.5.4 The earnest money may be forfeited.

- a) If tenderer withdraws its tender during the period of tender validity specified in Para 1.8 of tender document.
- b) In the case of successful tenderer, If the tenderer fails to sign the contract in accordance with Para 5.2 of Special Conditions of Contract and to furnish Performance Bank Guarantee in accordance with Para 1.13 of tender document

3.5.5 The Earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

3.5.6 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract.

3.5.7 The tender not accompanied by Earnest Money as mentioned in Para 3.5.1 of the tender document will be **summarily rejected**.

3.5.8 For NSIC registered firm :

For Small Scale Units registered with NSIC/MSME (as mentioned in clause (x) of E-Tender notice) under single point registration scheme and participating in this tender, following exemptions shall be available

- (i) They shall be exempted from submission of Earnest Money.
- (ii) They shall be exempted from submission of Tender Document Cost.

3.5.9 For Startup Firm:

Startup Firms recognized by Department for Promotion of Industry & Internal Trade (DPIIT) (as mentioned in clause (xi) of E-Tender notice) participating in this tender, following exemptions shall be available

- (i) They shall be exempted from submission of Earnest Money.
- (ii) If the Startup Firm is MSE then they shall be exempted from submission of Tender Document Cost.

Note: Under Public Procurement Policy for MSEs, Traders/Distributors/Sole Agent/Work Contracts are excluded from the purview of the Policy.

3.5.10 Trade Receivables Discounting System (TReDS) for MSME:

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

or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

3.6 SUBMISSION OF OFFERS

3.6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.

3.6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

3.6.3 The supporting documents should be submitted online only duly digitally signed by the authorized signatory of the tenderer. The online uploaded document should be clearly visible & readable. The original documents shall be produced for verification only when called for.

3.6.4 Quote in Figures and Words

All information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form. Bidder is required to quote percentage at Par/ above/below against RailTel's total estimated Cost. In case of difference in words and figures the amount written in words shall be taken into consideration. In the event of any discrepancy between percentage rate and total cost, the value shown in percentage rate will be taken for evaluation purpose. In case the schedule of work quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST/IGST/UTGST/SGST etc.(including tax under reverse charges payable by the recipient under GST Act).

3.6.5 Attestation of alterations

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

3.6.6 Tender bid

The tenderer shall submit his tender online. The offer shall consist of the following:-
The tender documents down loaded from web site shall be duly digitally signed with digital signature class-III.

All necessary documents should be digitally signed and the same are to be submitted online on website www.ireps.gov.in only. Evaluation of offer will be as per the documents submitted online only.

Tender Bid: The tender bid shall consist of the following:-

- i. Offer letter complete. (Form No.1)
- ii. Schedule of Requirements(to be filled online only)
- iii. Earnest Money in prescribed form. (Para 3.5 of tender document)
- iv. Audited balance sheet for last three financial years
- v. Constitution of Firm and Power of Attorney (in case of partnership firm).
- vi. Clause wise compliance to tender conditions by digitally signing tender document & statement of deviations.(Form No.5)
- vii. Similar works executed . Form No. 13 (Para 3.16.3 of tender document)

- viii. User's Certificate Form No. 2 (Para 3.16.2.2 of tender document)
- ix. Any other information desired to be submitted by the tenderer.
- x. Copy of registration/exemption certificate for EPF.
- xi. Registration with labour commissioner
- xii. GST registration
- xiii. The present work load of the telecom contracts in hand as per the Format (Form 9) (Para 1.7 of tender document).
- xiv. Deleted
- xv. Relevant documents for JV Firms as per clause 3.7.6.
- xvi. Affidavit (Form no.16)

Note: The rate quoted in the offer by the tenderer shall be inclusive of all the relevant factors taken into consideration and these should be firm and without any variation clauses.

3.6.7 System of verification of Tenderer's Credentials:

3.6.7.1 The Tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill 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.

3.6.7.2 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 Form No.16. **Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatory 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.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the RailTel may be dispensed with

- 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 there under.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire RailTel for 5 (Five) years.

3.7 CONSTITUTION OF FIRM AND POWER OF ATTORNEY

3.7.1 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 a 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 the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 3.7.2 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 other 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.
- 3.7.3 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.
- 3.7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated 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 for the work.
- 3.7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 3.7.6 **Participation Of Joint Venture (JV) Firms In Works Tender:**
1. Separate identity/name shall be given to the Joint Venture Firm.
 2. Number of members in a JV Firm shall not be more than three.
 3. A member 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.
 4. 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.
 5. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
 6. One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed the work in accordance with the clause 3.16.3.1 (chapter 3) of the tender. The other members shall have a share of not less than 20% each. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
 7. 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. (MOU format at Appendix-I).

8. Once the tender is submitted, the MoU shall not be modified / altered / 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 liable to be forfeited.
9. Approval for change of constitution of JV Firm shall be at the sole discretion of the 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. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
10. 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.
11. On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees 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.
12. On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall 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 JV Agreement shall be submitted by the JV Firm to the RailTel before signing the contract agreement for the work. 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:
 - 12.1 Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the (RailTel) for execution of the project in accordance with General and Special Conditions of 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.
 - 12.2 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.
 - 12.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
13. Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, 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.
 - 13.1 Any Payment shall be released to the Joint Venture and not to the one member and accordingly Joint Venture shall have PAN of the Joint Venture firm.

14. No member of the Joint Venture 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 RailTel in respect of the said tender/contract.
15. Documents to be enclosed by the JV Firm along with the tender:
- 15.1 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 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 of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 15.2 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/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- 15.3 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 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.
- 15.4 All the Members of JV shall certify that they are not black listed or debarred by RailTel, Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.
16. Credentials & Qualifying Criteria: Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria
- 16.1 Technical Eligibility Criteria:
Either the JV Firm or Lead Member of the JV Firm must comply clause 3.16.3.1 of Chapter-3.
Note: Value of a completed work done by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

16.2 Financial Eligibility Criteria: The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year upto the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

Note: Contractual payment received by a Member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

Appendix-1 Memorandum of Understanding (MOU) for Joint Venture Participation

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney).

JOINT VENTURE PARTICIPATION BETWEEN

M/s.....having its registered office at (here after referred to as.....) acting as the Lead Partner of the first part and

M/s.....having its registered office at(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.

(If more than two partners include the details accordingly).

Now all the parties i.e. _____ and _____ will be known as M/s _____ (JV).

The expressions ofandshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; **RailTel Corporation Of India Ltd.** (hereinafter referred to as "RailTel") has invited bids for(insert name of work)

.....

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The 'Parties' have studied the documents and have agreed to submit their bid as Joint Venture (JV).

2. M/s.....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the RailTel. For the purpose of submission of Tender proposals, the parties agree to nominate M/sas the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the RailTel.

3. The 'Parties' have resolved that the distribution of share and responsibilities is as under:

a) Lead Partner share%;
Responsibilities.

i)

ii)

iii)

(Technical, Financial & other obligations)

b) Other Joint Venture Partner's share -----%

Name
Responsibilities. i)
(Technical, Financial & other obligations) ii)
iii)

c) Other Joint Venture Partner's share -----%

Name
Responsibilities. i)
(Technical, Financial & other obligations) ii)
iii)

4. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the RailTel for execution of the Project in accordance with General and Special Conditions of 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.

5. ASSIGNMENT AND THIRD PARTIES

No member of the Joint Venture 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 RailTel in respect of the said tender/contract.

6. EXECUTIVE AUTHORITY

Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, 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.

Any Payment shall be released to the Joint Venture and not to the one member and accordingly Joint Venture shall have PAN of the Joint Venture firm.

7. VALIDITY

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. Tender submitted by the joint venture is declared unsuccessful, or
 - b. Cancellation/shelving of the project by the RailTel for any reasons prior to award of work.
- In case, the Tender submitted by the joint venture is declared successful; the validity of this MOU shall be extended till the JV agreement is signed and got ratified.

8. This MOU is drawn innumber of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s. &.....M/s..... and a copy submitted with the proposal.

9. This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.

10. NOTICES

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

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

11. JV Agreement.

We are aware, that after issue of LOA by RailTel, an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to RailTel before signing the contract agreement for the work. In case the JV partners fail to observe/comply with stipulations, the Earnest Money Deposit, deposited with the RailTel shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV by the RailTel.

12. We shall furnish along with the tender requisite documents as mentioned under para 15.1, 15.2, 15.3 (as the case may be) of the guidelines of RailTel for participation of J.V. firms in works tender.

Declaration

It is to certify that we have not been black listed or debarred by the RailTel, Railways or any other ministry/departments of the Govt. of India/State Govt. from participation intenders/contract in the past either in our individual capacity or the J.V. firm or partnership firm in which we were members/partners.

Lead Partner

(Name and Address)

Other Partner(s).

(Name and Address)

Name and Address of the J.V. firm

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

(Seal)

(Seal)

Witness:

1. (Name & Address)

2. (Name & Address)

3.8 VALIDITY OF OFFER

The tenderer should keep the offers valid for the period as mentioned in Para 1.8 of tender document.

3.9 RATES DURING NEGOTIATION

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

3.10 PERIOD OF COMPLETION AND TIME PROGRESS GRAPH

The works/work are/is to be completed within a period as mentioned in Para 1.9 of the tender document from the date of issue of Letter of Acceptance of the tender.

3.11 OPENING OF TENDER:

Tender shall be opened at the time & date of the tender given in the Para 1.5, in the presence of such Tenderers/Authorized representatives who choose to be present.

3.12 NON-TRANSFERABILITY AND NON-REFUNDABILITY

The tender documents are not transferable. The cost of tender documents is not refundable.

3.13 ERRORS, OMISSIONS & DISCREPANCIES

The Contractor(s) shall not take any advantage of any miss-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the miss-interpretation shall be entertained.

3.14 WRONG INFORMATION BY TENDERER

If the tenderer/s deliberately gives/give wrong information in their tenderer which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

3.15 AMENDMENT OF BID DOCUMENTS:

3.15.1 At any time, prior to the date for submission of bids, the RAILTEL may, for any reason whether suo motto or in response to clarification requested by a prospective Bidder, modify the bid documents by amendments.

3.15.2 The amendments shall be posted on website of RailTel and all bidders should download from website. These amendments will be binding on all bidders. RailTel shall make efforts to inform in writing or Fax to all prospective bidders on the address intimated at the time of purchase of bid documents from the RailTel. Those who are downloading tender document from website should download the clarification also and submit with the tender document.

3.15.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the RAILTEL may, at its discretion, extend the deadline for the submission/opening of bids suitably.

3.16 QUALIFYING CRITERIA**3.16.1 For work amounting less than Rs. 50 lakhs:**

There is no technical & financial criteria however firm has to submit the supporting documents as per clause 3.16.3.3

3.16.2 For work amounting more than Rs. 50 lakhs:

3.16.2.1 The tenderer should submit the details of experience of similar works or services in the projects executed / under execution which should clearly bring out expertise in the work as per Form no. 13.

3.16.2.2 The tenderer/s must submit along with his/their tender, certificates from the original user for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall submit these certificates for all the projects that he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in original or their true copies duly signed by the tenderer, preferably as per Form no. 2.

3.16.3 Technical Capability and meaning of similar single work:

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

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

OR

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

OR

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

3.16.3.2 The technical eligibility for the contract as per para 3.16.3.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of Sum of the advertised value of the quoted SOR.

3.16.3.3 Definition of similar single work is as under-

Works similar to the scope of work as contained in this tender shall mean

iii) Repair/Service/Rehabilitation/Maintenance of Battery Charger/Switch Mode Rectifier (SMR)/Control Supervisory Unit (CSU)

OR

iv) Repair/Service/Rehabilitation/Maintenance of Other equivalent electrical devices of SMPS.

The work should have been executed for Govt./PSUs/Telecom Service Providers/Infrastructure Providers

Note: In the case of Non-OEMs, it is mandatory to submit a Manufacturer Authorization Form (MAF).

3.16.4 Financial:

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

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

3.16.4.3 The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 3.16.4 (i) above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.16.4 (i) above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

(Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration).

3.16.5 Deleted.

3.17 EVALUATION OF OFFER.

3.17.1 The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

3.17.2 However, the purchaser shall not be bound to accept the lowest or any tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities.

Inter se position of the offers will be determined on the basis of total cost on destination basis, which will include basic rate, custom duty, CGST, SGST, IGST, GST, labour cess, freight, insurance and any other charges or cost quoted by the tenderer, including GST payable.

- i. The contractor shall warrant that repaired item shall be free from all defects and faults in material, workmanship and repair shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- ii. The contractor shall give warranty of materials repaired/replaced by them for a period of 06 months from date of receipt of materials.
- ii. If it becomes necessary for the contractor to replace any defective materials under this clause, the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 06 months from of receipt of material.
- iv. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- v. Technical Capability : Not Applicable
- vi. Financial Capability : Not Applicable

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

3.18 Issue of Advance Purchase Order and Sub-POs:

3.18.1 RailTel will issue advance purchase order to the successful bidder/s for the amount in total. Depending on the actual requirement at different locations across the Western Region at different times, Western Region will issue sub purchase order/s against this Advance P.O. The Contractor will have to honor all the sub purchase orders issued within the initial currency (i.e. Three year) of Advance P.O. and complete the Repair Work within the contracted delivery period.

3.18.2 This advance purchase order would be valid for 3 Years from the date of issue.

3.18.3 The issue of Advance purchase order in favor of the successful bidder/s shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder shall have to furnish the acceptance along with performance bank guarantee as per clause 5.3.2 within 30 days of issue of Advance PO.

3.19 AGREEMENT

The successful tenderer/s shall be required to execute an agreement with RailTel for carrying out the work as per the tender document.

3.20 Delivery Period:

Rectifiers and Control Units are required to be delivered by the repairer at the location/consignee within 45 days from the date of issue of each Sub-PO issued against Advance Purchase order. This includes pick up, repair and drop of material at consignee locations.

3.21 TENDERER'S ADDRESS

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

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RAILTEL

A Government of India
Undertaking

Chapter – 4

General Conditions of Contract

DEFINITIONS AND INTERPRETATION

4.1. Definitions:

4.1.1 The meaning of terms/interpretations shall be taken as defined in Chapter- 3

(INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING).

4.2. GENERAL OBLIGATIONS

4.2.1 Execution Co-relation and intent of contract documents: The contract documents shall be signed in triplicate by the RailTel and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called of try all; the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the RailTel to the contractors unless distinctly specified in the contract documents. Materials or works described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.2.2 If a work is transferred from the jurisdiction of one region of RailTel to another region or to a Project authority or vice versa while the contract is in subsistence, the contract shall be binding on the Contractor and the other region in the same manner & take effect in all respects as if the Contractor and the other region were parties thereto from the inception and the corresponding officer or the competent authority in the other region will exercise the same powers and enjoy the same authority as conferred to the Predecessor RailTel/Project under the original contract/agreement entered into.

4.2.3 If for administrative or other reasons the contract is transferred to the other region of RailTel the contract shall notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the other region in the same manner and take effect in all respects as if the contractor and the other region had been parties thereto from the date of this contract.

4.3. Law governing the contract

4.3.1 The Contract shall be governed by the law for the time being in force in the Republic of India.

4.3.2 Compliance to regulations and bye-laws – The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has

received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or by laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

- 4.4. Communications to be in writing** – All notices, communications, references and complaints made by the RailTel or the Engineer or the Engineer's representative or the Contractor interest concerning the works shall be in writing and no notice, communication, references or complaint not in writing shall be recognized.
- 4.5. Service of Notices on Contractors** – The Contractor shall furnish to the Executive Director/RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Principal Executive Director /RailTel.
- 4.6. Assignment or subletting of contract:** - The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the RailTel. Any breach of this condition shall entitle the RailTel to rescind the contract under Para 4.25 of these conditions and also render the contractor liable for payment to the RailTel in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the RailTel and shall not relieve the Contractor of any responsibility under the Contract.
- 4.7. Railway Passes** – No free Railway passes shall be issued by the RailTel to the Contractor or any of his employee/worker.
- 4.8. Carriage of materials** – No forwarding orders shall be issued by the RailTel for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight at public tariff rates therefore.
- 4.9. Force Majeure Clause** -If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this Contract is

prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

4.10. PATENT RIGHTS:

The Contractor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4.11. Indemnity by Contractors – The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.12 Security Deposit & Performance Bank Guarantee

Refer para 5.3 of chapter 5 (special conditions of contract) of tender document.

4.13 Completion Period

4.13.1 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

4.13.1.1 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

4.13.2 Extension of time for delay due to contractor – The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Para 4.9 and 4.13.1 above, the RailTel may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor further extension of time as the Engineer may decide. On such extension the RailTel will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 1/2% of the Annual Sub Purchase Order value of the works for each week or part of the week for a period up to ten weeks and thereafter at the rate of

0.7% for each week of delay or part thereof for another ten weeks subject to a maximum of 12% of the Annual Sub Purchase Order value.

4.14. Illegal Gratification

4.14.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

4.14.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any other offence or compensation payable to the RailTel under this clause shall be settled by the Executive Director of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up-to-date of rescission.

4.15. INSPECTIONS AND TESTS :

The Purchaser or his representative shall have the right to inspect the contractor's repair shop/facility Centre at any time during the contract period, after a due notice of five days to verify the maintenance of the said Rectifiers and Control Units and test the Rectifiers and Control Units.

4.16 Variations in Extent of Contract

Modification to Contract to be in writing – In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the RailTel and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on the RailTel unless and until the same is incorporated in a formal instrument and signed by the RailTel and the Contractor and till then the RailTel shall have the right to repudiate such arrangement.

4.17 Powers of Modification to Contract

4.17.1 The Engineer on behalf of the RailTel shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled to any compensation for any increase / reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

- 4.17.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to $\pm 25\%$ of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation, whatsoever up-to the limit of $\pm 25\%$ variation in quantity of individual items of works. In case of increase in quantity of an individual item by more than 25% of agreement quantity, for variation above 25% and up to 40%, the agreed SOR rate will be reduced by 2% and for variation beyond 40% and up to 50%, the agreed SOR rate will be reduced by 4%, For variation beyond 50%, the rate shall be negotiated for additional quantity in excess of 50% of agreement quantity.
- 4.17.3 **Valuation of Variations** – The enlargements, extensions, diminution, reduction, alterations or additions referred to in Para 4.17.2 this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule Of Requirements. Any extra items/quantities of work falling outside the purview of the provisions of Para 4.17.2.
- 4.18 **Signing of “No Claim” Certificate** – The Contractor shall not be entitled to make any claim whatsoever against the RailTel under or by virtue of or arising out of this contract, nor shall the RailTel entertain or consider any such claim, if made by the Contractor, after he shall have signed a ‘No Claim’ certificate in favour of the RailTel, in such form as shall be required by the RailTel, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by “No Claim Certificate” or demanding a preference to arbitration in respect thereof.
- 4.19 **Certificate of Completion of works**
The Completion Certificate will be issued immediately after completion of Warranty Period of Last repaired item of last Sub Purchase Order.
- 4.20 **Refund of PBG:-**
The Performance bank Guarantee (PBG) shall be released after expiry of warranty period & issue of Completion Certificate, which will be enforceable by RailTel provided that all the stipulations of the clause have been fulfilled by the Contractor and all claim and demands made against the RailTel for and in respect of damage or loss by, from or in consequence of the works have been finally satisfied.
- 4.21 **Withholding and lien in respect of sums claimed**
Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the RailTel shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the RailTel shall be entitled to withhold the said security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the

RailTel shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other RailTel or any Department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the RailTel's will be kept withheld or retained as such by the RailTel till the claim arising out of or under the contract is determined by the arbitrator (if the Contract is covered by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the RailTel shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

4.21.1 Lien in respect of claims in Other Contracts – Any sum of money due and payable to the contractor under the contract may be withheld or retained by way of lien by the RailTel, against any claim of this or any other RailTel or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of Central Government. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the RailTel will be kept withheld or retained as such by the RailTel till the Claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest of money withheld or retained under this clause and duly notified as such to the contractor.

4.22 Signature on Receipts for Amounts

Every receipt which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractors firm be a good and sufficient discharge to the RailTel in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the RailTel may hereafter have against the legal representative of any contractor partner so dying, for or in respect of any breach of any of the conditions of the contract, provided also, that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representative of any deceased Contractor partners interest.

4.23 LABOUR

4.23.1 Wages to Labour – The Contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there-under in respect of any employees directly or

through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor. If any moneys shall as a result of any claim or any claim or application made under the said Act be directed to be paid by the RailTel's, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the Contractor to repay any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the RailTel's shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contractor with the RailTel's.

4.23.2 **Apprentices Act** – The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be a breach of the contract and the RailTel may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

4.24. **Determination of Contract**

4.24.1 **Right of RailTel to determine the contract:** The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.

4.24.2 **Payment on determination of contract:** Should the contract be determined under Para 4.24.1 and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.

4.24.3 The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

4.25. **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

4.25.1 **(A)** If the Contractor:

- (i) becomes bankrupt or insolvent, or
- (ii) make an arrangement with or assignment in favor of his creditors, or

- (iii) being a Company or Corporation, go into liquidation (other than voluntary), liquidation for the purpose of amalgamation or reconstruction, or
- (iv) have an execution levied on his goods or property on the works, or assign the contract or any part thereof otherwise than as provided in Para 5.8 of SCC, or
- (v) persistently disregard the instructions of the RailTel's Engineer with regard to work quality or progress during execution of work or contravene any provision of the contract, or
- (vi) fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- (vii) Deleted.
- (viii) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Para 4.15 of tender document, or
- (ix) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- (xii) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(B) Fail to give at time of submitting the said tender:

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
- (b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
- (d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or
- (e) being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong

statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of these said clauses, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs notice.

4.25.2 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred in Para 4.60.1 of tender document above, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the (employ the same) in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

- 4.26. Matters finally determined by the RailTel:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the RailTel and the RailTel shall within 120 days receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Para 4.14, 4.18, 4.24.1, 4.24.2 and 4.25.1(A) of General Condition of Contract or in any clause of the Special

Conditions of the Contract shall be deemed as 'excepted matters' and decisions of the RailTel's authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

4.27. SETTLEMENT OF DISPUTE AND ARBITRATION

4.27.1 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 a sole arbitrator in accordance with provisions contained in 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 New Delhi.

4.27.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

4.27.3 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the Chairman and Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman and Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman and Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

4.27.4 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, 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.

4.28 Mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act In order to ensure the same, an application has been developed and hosted on website www.shramikalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc.in the Sharmikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favor.

- c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.
- B.** While processing payment of any “On Account Bill” or “Final Bill” or release of “Advance” or “Performance Guarantee”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in till month,_____ year.”

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RAILTEL

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Undertaking

Chapter – 5

Special Conditions of Contract

5.1 TENDER DOCUMENTS

- 5.1.1 The goods and services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes following together with any addendum and corrigendum thereto.
- 5.1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.
- 5.1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

5.2. AGREEMENT

- 5.2.1 The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule Of Requirements referred to therein duly completed. The form for agreement is included in, Chapter 6 (Form No.3).
- 5.2.2 In the event of any tenderer whose tender is accepted refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

5.3. SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE

5.3.1 Security Deposit:- Deleted

5.3.2 Performance Bank Guarantee:-

The successful bidder shall give a Performance Bank Guarantee in the form of an irrevocable bank Guarantee amounting to 10% (As per extent directives) of the contract values per form No.-4.

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the RailTel, submission of PG can be accepted on the

next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract.

- (b) The successful bidder shall submit the Performance Guarantee amounting to 10% of the total contract value in the form of Irrevocable Bank Guarantee from scheduled bank. For performance security of up to Rs. 5 lacs, please refer para 1.13
- (c) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.
- (d) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%(Five percent) for excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance bank Guarantee (PBG) shall be released after completion of warranty period of Contract.
- (f) Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (g) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel's entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

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

The RailTel's bank details are as under:

Account No. : 317801010036605.

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

Bank Name : Union Bank of India.

Branch Name : Mahalaxmi branch.

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

IFSC Code : UBIN0531782.

Swift Code : UBININBBLOP.

5.4. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

5.4.1 Special tools & instruments required for installation and commissioning of the work as detailed in preamble shall be arranged by contractor at his own cost.

5.4.2 All tests and measuring instruments and other arrangements required for carrying out all the acceptance tests etc shall be provided by the contractor at his own cost.

5.5. STORES TO BE SUPPLIED BY CONTRACTOR

The cost of Store/Material required for repairing is to be borne by the Contractor.

5.6. QUALITY ASSURANCE

Quality/Working of repaired material is to be checked/monitored by RailTel throughout the Warranty period. Short comings /deficiencies noted has to be attended within 10 (Ten) days and intimation has to be given.

5.7. QUANTUM OF WORK AND VARIATION IN QUANTITIES

5.7.1. **Modification to contract to be in writing:-** Please refer clause 4.16 of chapter 4.

5.7.2. **Powers of modification to contract:**
Please refer clause 4.17 of chapter 4.

5.8. SUBLETTING AND ASSIGNMENT

5.8.1 The contractor may sublet a part of the work under this contract and enter into contract with suppliers for supply of materials. The credentials of sub contractors shall be subjected to scrutiny and approval of RailTel.

5.8.2 The contractor shall arrange for effective supervision of sub contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub contractor.

5.9. EXECUTION OF WORK

All the works shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

5.10 Certificate of Completion of works

Please refer clause 4.19 of chapter 4.*

5.11. WARRANTY

5.11.1 The contractor will ensure quality repair which will consequently reflect in normal trouble/defect free performance of the Rectifiers and Control Units for a period of **SIX MONTHS** from the date of delivery of Repaired Rectifiers and Control Units. In case the repaired Rectifiers and Control Units develop any defect or deficiency or fault, i.e. they become faulty during the warranty period, the contractor shall rectify, repair and remedy such defects, deficiency in the repaired Rectifiers and Control Units at his own cost and expense i.e. free of charge.

5.11.2 Any delay in repairing of faulty unit during warranty period the unattended days will be added in the warranty period of six months.

5.12. PENALTIES :

5.12.1 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

5.12.2 In case of delay in delivery of repaired Rectifiers and Control Units, penalty will be imposed as under as per para 4.13.2 of Chapter-4

5.12.3 The competent Authority while granting extension for repair period may also give relaxation as deemed fit based on the merit of cases like delay is beyond the control of the Contractor or delay in part of RailTel, etc.

5.12.4 In case the contractor fails to deliver the repaired Rectifiers and Control Units beyond 4 (four) weeks, then action may be taken for rescission/termination of contract, as per the discretionary powers of the competent authority.

5.13 DEFAULTS AND DELAYS

The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the

Contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the Contractor without prejudice to any other right or remedy of the Purchaser.

5.14 LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of Para 5.13 of the tender document, the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser form out of all or any of the following sources via :

- (a) i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- ii) The Contractor's security deposit in the hands of the purchaser as far as available, and;
- iii) Any other assets whatsoever of the contractor;
- (b) In the event of re-imburement from out of sources (I) and/or (ii) above mentioned, the purchaser shall have the right of appropriation sue motto.

5.15. ADHERENCE OF TIME SCHEDULE

5.15.1 Timely completion of the work is the essence of the contract. While delay in execution will attract penalty.

5.15.2 If any delay shall have arisen from any cause which the Purchaser may agree as being a reasonable ground for extension of time the purchaser's engineer or his representative may allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extensions shall be granted, on request from contractor, with liquidated damages in the Form No.11.

5.16 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

Please Refer Para 4.21 of the tender document.

5.17 PRICES

5.17.1 This tender consists of a percentage bidding system. The estimated cost of each and every item of the schedule of work and total estimated cost are indicated in the Schedule of work. The tenderer is expected to quote the single percentage, At Par/Below(-)/Above(+) the RailTel's total estimated cost for SOR. The single percentage, At par/below/above finalized for the entire work shall be firm and on all-inclusive basis (inclusive all incidental charges for transport, loading/ unloading and handling of materials, commission for arranging dispatch by rail direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of Wagon, collection of banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc., if any, levied by the RailTel.)

- 5.17.2 The prices shall include all taxes, duties, Royalty, GST and levies applicable on this Works Contract. Therefore, they should quote their rate taking into account the rate of GST on works contract as livable. It is clarified that required form applicable for this purpose will be supplied to the Contractor as applicable in the state where the Contract is being executed.
- 5.17.3 The rate quoted by the tenderer shall include cost of material required for repair, repairing and testing and all costs of Administration of Contract, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials and for any road transport which the contractor may use for carriage of materials to his depot and the site of work. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 5.17.4 The rate to be quoted by the Tenderers should take into account the credit availed on inputs under the CENVAT scheme. The tenderer should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him (see Para 5.21).
- 5.17.5 While the price quoted in the contract are inclusive of all taxes i.e. CGST, SGST, IGST, UTGST etc levied by any statutory authority, the purchaser shall make any deduction toward GST on works contract if statutorily required to do so. The deducted GST on works contract shall be remitted to the concerned tax authority and the purchaser shall in no way be responsible for any disputes between the tax authorities and the contractor in this regard.
- 5.17.6 All taxes, duties and levies (whether payable under reverse charge by the recipient or by the contractor) arising out of the transactions under the contract or between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule.
- Any statutory revision/variation in taxes / duties shall be to the RailTel account and shall be admissible on production of valid documentary evidence. For this tenderer shall submit the taxes / duties structure considered by him while quoting the rates".
- However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel/BBNL.
- 5.17.7 Arrangement for permits/license for materials will not be made by the RailTel or any assistance given. The Contractor will have to make his own arrangement.
- 5.17.8 On implementation of GST, for all taxable supplies made by the vendor, vendor will issue valid tax invoice in accordance with GST Act in order to enable BBNL/RailTel to avail input tax credit.
- 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.

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. 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 credit notes.

5.17.9 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, The RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

5.18. TERMS OF PAYMENT

5.18.1 On account payment: 95% payment will be released after the delivery of repaired item at Consignee Address.

5.18.2 On account payment: 5% payment will be released after the successful completion of Warranty period of repaired item.

5.18.3 Following documents are required for the release of payment:

- a) On receipt of materials at site.
- b) Test certificate issued for repaired item.
- c) Challan / Invoice in duplicate.
- d) A certificate that the materials used are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

5.18.4 Bill passing and paying Authority

Bill passing authority is Territory Manager of respective Territories and bill paying authority is JGM/WR/Fin.

5.19 Post Payment Audit :- It is an agreed term of contract that the RailTel reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc., and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

5.20 FINAL SETTLEMENT

On expiry of the warranty period, the Performance Bank Guarantee will be released to the Contractor after adjustment of any dues payable by the contractor.

5.21. CERTIFICATE FOR CENVAT BENEFITS ON BILLS

- a) The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contains an element of tax or

duty which is not payable by the purchaser, such payment would be disallowed.

b) The claim for ED, if any, on each bill should be supported by the following certificates: -

i) Certified that the amount of Rs.....claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

ii) Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.

iii) Certificate: - The tenderers will have to give the following certificates in their offer:-

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' available under the existing scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under scheme, by way of reduction in price and advise the purchaser accordingly."

iv) Payment of excise duty will be released only after submission of excisable invoice to RailTel for availing CENVAT credit.

5.22. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

(i) All costs, damages or expenses, which RailTel may have been paid or incurred which under the provisions of contract are Contractor's obligations will be deducted by RailTel from progress payment Bills/Invoice of Contractor, as and when it is understood that such an expense has been incurred or paid for.

(ii) All such claims of RailTel shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

5.23. TAXES

5.23.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser **WILL NOT ACCEPT** any liability for the same.

5.23.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.

5.23.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST on Contract, the same will be deducted and remitted to the concerned authority.

5.24. INSURANCE

- 5.24.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.
- 5.24.2 The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of Mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor at the cost of the Purchaser.
- 5.24.3 The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act enforce from time to time.
- 5.24.4 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.
- 5.24.5 For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's Engineer will advise the approximate price of all the RailTel supply materials to the Contractor.

5.25. FORCE MAJEURE CLAUSE

Ref para 4.9 of chapter -4.

- 5.25.1 Please Ref para 4.13 of chapter-4.

5.26 SETTLEMENT OF DISPUTE AND ARBITRATION (Please refer Para No. 4.25 of Chapter -4)

- (1) **Right of RailTel to determine the contract:-** The RailTel shall be entitled to determine and terminate the contract at any time should, in the RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.
- (2) **Payment on determination of contract:-** Should the contract be determined under sub Para 5.26 (1) of tender document of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by

vouchers to the satisfaction of the Engineer. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.

- (3) The Contractor shall have no claim to any payment of compensation or otherwise. Howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

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Chapter – 6

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Qualifying Criteria / User's Certificate
Form No. 3	:	Agreement
Form No. 4	:	Proforma for Performance Guarantee Bond Deposit
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond
Form No. 7	:	Not used
Form No. 8	:	Not used
Form No. 9	:	Works in hand
Form No. 10	:	RTGS/NEFT Details
Form No. 11	:	Extension of period of completion of work
Form No. 12	:	Not used
Form No. 13	:	Qualification Experience
Form No. 14	:	Undertaking for compliance of Taxes/GST
Form No. 15	:	Vendor data sheet
Form No. 16	:	Format for Affidavit
Form No. 17	:	Certificate by tenderer
Form No. 18	:	Manufacturer's Authorization Form (MAF)

OFFER LETTER

From:

Date:

To:

Principal Executive Director,
RailTel Corporation of India Limited,
Western Region,
Mumbai.

Sub: Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year.

Ref: Tender Notice No. GEM/2024/B/5447535 Dated 08.11.2024

I/We the undersigned hereby offer to execute the agreement for the above work within seven days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of **45 days** from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to My/Our tender and I/We shall be bound by them.

Earnest money deposit online Transaction ID.....Dated for
Rs.....(Rupees only) drawn on
..... (bank).

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if:

- (i) If we do not submit the Performance Bank Guarantee in the event the LOA for tender is awarded to us.
- (ii) I/We do not execute the contract document within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.
- (iii) I/We do not commence work immediately from the date of issue of letter of acceptance.
- (iv) If we withdraw our offer after opening of the tender.
- (v) If we do not accept the order in the event the same is awarded to us.

Until a formal agreement is prepared and executed, submission of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

I/We hereby agree to execute the OFC laying work and place our teams as required in the ----- Blocks within the scheduled date mentioned above. In the event of shortcomings in the provision of equipment / placement of team within the stipulated date, RailTel shall be at liberty to impose penalty, if any, as has been stipulated in the tender document.

Yours Sincerely,

Signature & Seal of the Tenderer

Place: -

Date: -

Witnessed by:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

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QUALIFYING CRITERIA**USER'S CERTIFICATE**

Name of the Firm					
Contract No. & date					
Scope of Work					
Contract Amount (in Indian Rupees)					
Completion Period as per original contract					
Completion Period with extension					
Data of Commencement					
Actual date of Successful Completion					

Name :

Dated :

Designation :

Signature of the Contractor with
Company Seal**Note:** The relevant User's certificate to be attached.

AGREEMENT

(CA No. _____ for "Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year."

This AGREEMENT is made at Mumbai on this _____ day of _____ two thousand and _____, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered Corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi- 110023, and Western Railway Microwave Complex, opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 acting in the premises through Executive Director /Western Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through _____ (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year." as per tender papers at Annexure 'A' read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "Annual Rate Contract for Repairing of Rectifiers and Control Units of Eltek Module in Western Region of RailTel for Three Years extendable upto One Year." as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signature :
Date :
Name in Block Capitals :
Address :

2. Signature :
Date :
Name in Block Capitals :
Address :

Signed and delivered by Shri. _____ for and on behalf of _____, the contractor within named in the presence of :

1. Signature :
Date :
Name in Block Capitals :
Address :

2. Signature :
Date :
Name in Block Capitals :
Address :

Annexure – A : Tender Paper No. _____ with corrigendum, if any.
Annexure – B : Firm’s offer.
Annexure – C : Letter of Acceptance No. _____ with all enclosures.
Annexure – D : Copy of Contract Performance Guarantee.

CONTRACT PERFORMANCE GUARANTEE

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi- 110023 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 (Herein after called the RailTel) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter. We,.....(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees only).
- (ii) This Bank guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serves upon the bank, written claim or demand on or before

Dated theday of 20.....

for
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 60 days after the expiry of the warranty period of the work as per Clause 3.17 of chapter 3.

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from Preamble, requirement of the Instructions to Tenderers and Conditions of Tendering and Special conditions of Contract.

Preamble (Chapter 1)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

Instructions to Tenderers and Conditions of Tendering (Chapter 3)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

Special Conditions of Contract (Chapter5)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "no deviations".

SIGNATURE AND SEAL OF THE
TENDERER

STANDING INDEMNITY BOND
(For on Account Payments and Stores supplied by RailTel)

(On Stamp paper of Requisite Value)

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

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

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

Dated this _____ day of _____

for and on behalf of
M/s _____ (Contractor)

Signature of witness

Name and witness in Block letters

Address

WORKS IN HAND

SI No	System & Name of the Project	Party's name & address for whom the work is being done	Total Contract Value	Schedule period of execution (in months)	%age progress in terms of work already done	Likely date of completion	No. of extensions granted	Payments received till date	Remarks

Form No. 10

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

Sub.: Option for Payment through RTGS/NEFT

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

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

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

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

For
 for Online payments

Authorized Signatory

Verified above Bank Particulars

Bank's Authorized Signatory

EXTENSION OF PERIOD OF COMPLETION OF WORK

Ref No. : RCIL/.....

Date :

To,

Sub: (i) Name of Work
(ii) Acceptance Letter No.
(iii) Agreement No.

Ref: Quote specific application of the Contractor for extension to date, if received).

Dear Sir,

The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or However, the work was not completed on this date)

Expecting that you may be able to complete the work if some time is given the Director / POM RailTel Corporation of India Limited, New Delhi although not bound to do so, hereby extends the time for completion from _____ to _____ .

* In consideration of the circumstances explained in your letter of request RailTel has extended the completion period by Days without any liquidated damages. Please ensure the completion and commissioning of the project well within the extended period.

* Please note that an amount equal to @0.5% for each week of delay or part thereof for a period up to ten weeks and thereafter at the rate of 0.7% for each week of delay or part thereof for another ten weeks subject to a maximum of 12% of the Annual Sub Purchase Order value of the works as a recovery for delay in the completion of the work after the expiry of (1) will be recovered from as mentioned in clause 5.28 chapter V of the special conditions of contract for the extended period notwithstanding the grant of this extension. You may proceed with the work accordingly.

The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

Please intimate within a week of the receipt of this letter your acceptance of the extension on the conditions stated above.

Please note that in the event of declining to accept the extension on the above said conditions or, in the event of your failure after accepting or acting up to this extension to complete the work by (2) _____ (here mention the extended date), further action will be taken in terms of relevant clause of special conditions of contract.

Yours faithfully,

for& on behalf of RailTel Corporation of India Limited

Note:

Give here the stipulated date for completion without any penalty fixed earlier.

Here mention the extended date.

Strike out one of the * clauses as applicable.

QUALIFICATION & EXPERIENCE

Details of works executed and under execution by Tenderer during the last 5 years should be furnished in the following format.

Sl No	Name of Project & Description of work	Party's name & address for whom the work was done	Total Value of the Contract (in Rs)	Date of award of work and schedule period of execution (in months)	Date of completion and actual period of execution (in months)	Remarks

Note : A certificate from the organization for whom the work was executed should be submitted to indicate that the contract was satisfactorily executed.

(Signature and Seal of the Manufacturer / Contractor)

Undertaking for compliance of Taxes/GST

(On the Letter-Head of Supplier/Tenderer)

I/We, _____(Name of Proprietor/Karta/Partner/Director) of _____ (Name of Entity), am/are aware that provision of GST has be implemented from 01st July, 2017. Same would result in revision of all Purchase Orders/LOA in respect of which Services be rendered under GST Regime. I agree to abide by all Terms and Conditions in Tender/Purchase Orders relating to statutory duties/taxes and changes thereto, and provisions of GST relating to anti-profiteering. Also, that I/we are aware/understand that Terms & Conditions of Tender may undergo change to bring the same in alignment with GST, and undertake to abide by same.

Tender No.: _____

LOA: _____

Name Of Work : _____

Signature: _____

Designation: _____

Date: _____

Seal: _____

Vendor Data Sheet

Form No. 15

Contact Details					RCM Details	Type of Supply	GST Credentials		Details of Goods with HSN Classification		Details of Services with SAC		Composition On Dealer	Exemptions
Title	Company Name	Registered Address (As per GST)	Region (Stat, Province, Country)	E-Mail Addresses	Whether tax is payable on reverse charge basis	Taxable Supply/Non-Taxable Supply/Composite Levy	Permanent Account No (PAN)	GST IN / Provisional Identification No	Description of Goods	HSN	Description of Service	SAC	Whether registered under composition Scheme ?	Whether covered under any exemption ? If yes please specify

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

*(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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel's website www.railtelindia.com or www.ireps.gov.in. 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 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.*

Form No. 17

Certificate by tenderer

I /we certify that I / we are not debarred/work terminated by RailTel from participating in any tender in RailTel.

Signature and Seal of tenderer

PROFORMA FOR “MANUFACTURER’S AUTHORIZATION FORM”

(**Note:** This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.)

Date:

**Principal Executive Director
RailTel Corporation of India Ltd.
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalakshmi,
Mumbai-400013.**

Sub: Manufacturer Authorization form (MAF) to M/s for Repairing of Rectifiers and Control Units of Eltek Module

Ref: Tender Notice No. GEM/2024/B/5447535 Dated 08.11.2024

Dear Sir,

We, M/s....., are 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 for Repairing of Rectifiers and Control Units of Eltek Module against your above said bid.

Thanking you,

Best regards,

Authorized Signatory

Chapter – 7
Consignee Details

Sr. No.	Territory	State	Location	Consignee
1	Mumbai	Maharashtra/Gujarat / Karnataka	RailTel Corporation of India Ltd. Western Railway microwave complex, Senapati Bapat Marg, Maharashtra, Mumbai - 400013	As nominated by RailTel
2	Nagpur	Maharashtra/ Chhattisgarh/ Madhya Pradesh	RailTel Corporation of India Ltd. 417,418 - 3rd Floor, SEC Rly DRM Office, Kingway, Nagpur 440001	As nominated by RailTel
3	Bhopal	Madhya Pradesh/ Rajasthan/ Uttar Pradesh	RailTel Corporation of India Ltd. Plot No. 17, 1st Floor, Near Shahpura Thana, E-8 Extension, Raghunath Nagar, Bhopal (Madhya Pradesh) Pin 462039	As nominated by RailTel
4	Ahmedabad	Gujarat	RailTel Corporation of India Ltd. 15th Floor, GIFT Tower-1, Road-5, Zone-5C, GIFT City, Gandhinagar, Gujarat-382355.	As nominated by RailTel

-----END OF DOCUMENT-----