

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Procurement of VRLA Battery Sets for Mumbai Territory"

Ref: GeM Bid No. GEM/2022/B/2656421 **Dated:**2022

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*
 1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
 2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
 3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
 4. Equipment offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
 5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unite rates should correspond to the referred unit rate. Priced BOM/SOR submitted with technical bid will be summarily rejected.
 6. GSTIN ID of vendor should be provided from where goods will be supplied.

7. Delivery Period, Consignee Address and inspection

- 7.1 **Delivery Period:** The supplier will have to supply the material within 15 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

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

7.2 Consignee Address:

S.No.	Consignee	Consignee Address	RailTel Region	Items to be delivered
1	Sr.Manager/ Stores/RCIL/Mumbai	Railtel Store/Mahalaxmi/Mumbai	Western Region	All Qty.

7.3 Inspection:

Post Receipt Inspection at consignee Site before acceptance of stores:
Nominated RailTel Executive by CA.

8. Estimated cost of tender & Earnest Money Deposit (EMD):

8.1 **Estimated cost of tender:** Estimated cost of the Tender is **Rs.13,47,240/-** (Incl. GST).

8.2 **Earnest Money Deposit (EMD): Rs.26,945/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 11037321307, IFSC Code SBIN0001821, Bank Name: State Bank of India, Branch address: Churchgate Branch, Maharshi Karve Marg, Mumbai-400 020.

8.2.1 Earnest Money shall be exempted to Micro and Small enterprise (MSEs) registered for the tendered items.

8.2.2 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause 8.2.1 will be summarily rejected.**

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

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

10. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- Security Deposit/Performance Bank Guarantee @ 5% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay

period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. PBG format specified in **Annexure-V**

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

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

Note:

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

11. Eligibility Criteria for OEM:

- The Equipment offered by the OEM or equipment of the same series/family (an undertaking by the OEM has to be submitted in support in case of immediate predecessor) from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online. OEM shall also submit proper contact detail of clients (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).
- The OEM should have supplied at least 35% of tendered value for OEM of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Data Network equipment and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three

years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

- All the documents of the OEM should be in English/Hindi languages only. Document other than English/Hindi will not be entertained. However, Technical Specifications and details should be in English only.
- OEM should not have been banned/blacklisted by any Govt/Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the OEM.

12. Eligibility Criteria:

The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

12.1 Technical Eligibility for Bidder:

- a. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work- Work of Supply, Installation & Commissioning of Battery Chargers & Batteries.

Note:

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

provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

b. The Bidder also to comply the following mentioned:

- (i) Any Battery Charger manufacturer approved by RDSO/TEC/TSEC (BSNL) for any capacity can quote. Batteries being offered should be from RDSO/TEC/TSEC(BSNL) approved vendor. Authorization & support letter from the Battery manufacturer will have to be provided.
- (ii) Any Battery manufacturer approved for VRLA batteries by RDSO/TEC/TSEC(BSNL) for any capacity for VRLA or Tubular Gel batteries can quote. Battery Charger being offered by him should be from RDSO/TEC/TSEC(BSNL) approved vendor. Authorization & support letter from the Battery charger manufacturer will have to be provided.
- (iii) The SMPS based battery chargers and VRLA/Tubular Gel VRLA batteries of each configuration and capacity as detailed in SOR offered by the bidder should have been satisfactorily working in any Govt. Organization, PSU or any reputed TELCO or Public listed company as define under Note of clause 12.1 (a) for at least 12 months as on date of opening of tender in India or abroad. The certificates from actual user/s have to be submitted for this purpose along with the bid. **The certificates thus submitted should contain the following details:**

SN	User (Customer Name)	Signatory or Authorized contact person of the user			Model/Type of equipt.	Qty.	Period
		Name	Contact No.	E-mail Id			
1							
2							

- (iv) The status of approval (irrespective of AH- for batteries/ Configuration of chargers) of tenderer by TEC/RDSO/TSEC(BSNL) shall be reckoned as on the date of tender opening
- (v) Non submission of any of the documents required for the due fulfilment of eligibility criteria as above will lead to rejection of the offer.

12.2 Financial Criteria for Bidder:

The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year, the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

- 12.3 Bidder should have authorization specific to this tender from respective OEM as per **Annexure-III**.
- 12.4 The bidder should have registered office in India for a minimum period of 3 years as on schedule date of bid opening. Certificate of incorporation will have to be submitted.
- 12.5 The bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telcom Service Provider/ISP/NLD, Services License of Government of India for Telecom Operation.
- 12.6 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

(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).

13 Splitting of Quantity: Not Applicable.

14 Evaluation Criteria:

- i. The bidder shall quote the equipment prices as per the price format given in the tender.

- ii. Bidder should quote for all the items. Non-quoting for all items will render the bid invalid and will not be considered for evaluation. The Offers will be evaluated on total cost including Long Term Maintenance Cost as quoted if applicable
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- iv. Offers from the tenderer not meeting the eligibility criteria will not be considered.
- v. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

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

15. Variation of Quantities at the Time of Award

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

16. Warranty:

- 16.1 The material is to be warranted for 60 months from date of Commissioning. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 16.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other

rights which the Purchaser may have against the contractor in respect of such defects.

- 16.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 16.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 16.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 16.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 18 shall apply.
- 16.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

17. Long Term Maintenance Support:

- 17.1 The Bidder will submit a certificate from OEM of Charger towards maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The long-term maintenance support shall be comprehensive and include all hardware and software of equipment etc. supplied against this contract. RailTel should be extended the benefits of software up-upgrades made by OEM on the system from time to time to improve performance. During this period the following terms and conditions shall be applicable.
- 17.2 Material for replacement shall be handed over to/taken over from contractors engineer at the RailTel's NOC or mutually agreed RailTel PoP location. The cost of replacement etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain responsible to arrange replacement within a week and for setting right at his own cost any equipment which is of defective manufacturing or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.
- 17.3 During this period the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser's Engineer who shall state in writing in what respect the portion is faulty.
- 17.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under clause no. 3.8 the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- 17.5 Tenderer/OEM, shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement and shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum and three-year differential cost shall be added to

offered cost. AMC would have to be valid for minimum period of 3 years after the warranty.

In case a tenderer quotes AMC rates lower than 3.5%, no advantage will be given to him for evaluation purposes. In case the tenderer wins the contract, his product cost will be reduced by differential (w.r.t. 3.5%) AMC rates for three years & he will be paid accordingly. AMC charges to him, however be paid only @ 3.5% per annum on quoted product price.

- 17.6 Buyer reserves the right to enter into AMC @ 3.5% of ordered value of equipment after the completion of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited. Separate LOA/agreement for AMC after warranty period shall be entered with OEM/ Bidder by RailTel. A fresh Bank Guarantee valid for three years for 03% of the Long-Term Maintenance Support per year as accepted by RailTel, shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation.
- 17.7 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of the Region. No payment is to be released unless Bank Guarantee as per 3.8.6 is submitted.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II. Any deviation / non acceptance will lead to rejection of the bid.

18 Repair and Return Services applicable for Warranty Period (Clause No. 16) as well as Long Term Maintenance Support (Clause No. 17)

18.1 Repair

18.1.1 Contractor's Responsibility: -

- The Contractor will Dismantle the Old batteries and install the new batteries in Existing Battery Stand.
- The Shutdown will be taken at the time of Installation.
- Prior Intimation will be given to Contractor before Installation.
- The Contractor will take-over the Defective Battery from station/site and hand-over the New Battery at the same location. The following activities will be performed by the contractor:
- **Delivery Period:** The contractor should dispatch Batteries within 15 days of issuing of Work Order and handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for repeated failure of equipment/component/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic carried out by the contractor.

1. All transportation, freight and insurance charges will be borne by the contractor.

18.1.2 RailTel Responsibility

RailTel will give necessary Shutdown for Installation and commissioning of Battery Set.

19. Payment Conditions:-

Payment will be done after submission of the following documents:

- i. Tax Invoice
 - ii. Delivery Challan/E-way bill
 - iii. Contractor's certificate of dispatch
 - iv. Undertaking against Fall Clause
 - v. Inspection Certificate
 - vi. Consignee's receipt
 - vii. Warranty guarantee certificate of OEM
 - viii. Performance Bank Guarantee
- a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
 - b) Balance 20% value of the part supply on successful installation & commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.
- 20.** 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 statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-IV**. **Non submission of an affidavit by the bidder shall result in summarily**

rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting **documents duly self-attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

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

21. Online Submissions:

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

- (i) EMD
- (ii) BOQ of offered equipment and unit rate analysis.
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iv) Data Sheet of offered equipment.
- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vi) Technical Compliance of all Specification of items as per ATC documents.
- (vii) Undertaking of Long Term Maintenance Support from OEM as per para Annexure-II.
- (viii) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (ix) MAF/OEM Authorization as per **Annexure-III**.
- (x) Notarized affidavit on a non-judicial stamp paper as per **Annexure-IV**.
- (xi) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25.

22. Offline submission:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Western Railway Microwave Complex, Senapati Bapat Marg Mahalaxmi (West) Mumbai - 400013 at any point of time whenever asked for

verification. In case original are not produced before due date, bid may be rejected.

23. Make in India

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR Items shall be 60% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification for FY 2020-21. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Further the bidder shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

24. Insurance

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

25 Constitution of Firm and Power of Attorney

- 25.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 25.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and

all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

- 25.3 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.
- 25.4 In case where 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 of the work.
- 25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

- Note:** 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum / addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2022/B/2656421**
- 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

Annexure-I**Technical Specification**

S. N.	Description of Item	Unit	Quantity
SOR-1	Battery 48V- 3000AH -Tubular (2v/1000Ah – 3 - set* 72 cell) Gel VRLA maintenance free battery as per technical specification and Buyback of Old Batteries.	No	1
SOR-2	Dismantling of Old batteries & Installation & Commissioning of SOR item No. 1 as per technical specification	No	1

Note: Bidders should submit offer rates with complete CIP destination price.

Schedule of Requirement (SOR) wise technical Specification:**A. For Tubular Gel/VRLA maintenance free Battery sets**

The technical specification of 48VX 3000AH Tubular Gel VRLA maintenance free battery set comprising of 2Vx72 cells 1000AH capacity each should conform to TEC spec. No. TEC/GR/BAT-03/01 March 2006 with corrigendum dated 20.07.2007 or latest.

The Following shall be the part of the Batteries:

1. Nuts/Bolts for fixing the Batteries.
2. Bolts/Screws (Brass make for cable fixing on +ve and -ve Bus bar.
3. The +ve and –ve bus bars should be painted with red and blue color respectively all over except near the point of contacts of cable thimbles.

Annexure-II

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)**

RGM/WR
RailTel Corporation of India Ltd.

Dated:

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Applicable for OEM directly participating in the Bid.

I / We hereby confirm that we have read specifications & conditions of GeM Bid No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by us **directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized Distributor/Partner of OEM

I / We hereby confirm that we have read specifications & conditions of GeM Bid No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us **directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder.** I/We have gone through the requirement mentioned in the Bid Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of Bid document.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

.....
.....

Note: Please Strike out whichever is not applicable.

Annexure-III

RGM/WR
RailTel Corporation of India Ltd.

Dated:

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

Subject: Manufacturer Authorisation form (MAF) to M/s for
.....
Ref: GeM Bid No. GEM/2022/B/2656421 dated:2022

Dear Sir,

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

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

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

Thanking you,
Best regards,

Authorised Signatory

Annexure-IV**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s._____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

as per the tender No._____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Annexure - V

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate A, 6th Floor, Office Block Tower -2, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.

4. We,..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or

discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
8. Notwithstanding anything contained herein,
 1. Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)
 2. This Bank Guarantee shall be valid up toand
 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before
..... (date of expiry of guarantee).

Dated the day of 2022

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name
