

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the “Supply of 48F OFC and 24F OFC for RailTel OFC Network for Deposit Work and O&M Purpose”

Ref: GeM Bid No. GEM/2023/B/3366124

Dated:15.05.2023

- 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*

•

TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.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. Thus, all hardware required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
- 2 OEM or Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bids should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
- 3 In case of the bidder is Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per the **Annexure-II** (MAF).
- 4 GSTIN ID of vendor should be provided from where goods will be supplied.
- 5 **Delivery Period, Consignee Address and inspection**
 - 5.1 **Delivery Period:** The supplier will have to supply the material within **90 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.
 - 5.2 **Name of locations for Consignee Address: As per the Annexure-V.**
 - 5.3 **Inspection:**
 - 5.3.1 The supplier/manufacturer bidder will send inspection call letter to RailTel Corporation of India Ltd, Mumbai when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.

- 5.3.2 The supplier/manufacture shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 5.3.3 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 5.3.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RDSO/BSNL/RITES or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- 5.3.5 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 5.3.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 5.3.7 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.
- 5.3.8 Inspection of OFC shall be carried out as per the specification at OEM premises.
- 5.3.9 Any Inspection charges shall be borne by the bidder. No additional charges will be paid by the purchaser on account on inspection charges.**

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

- 6.1 **Estimated cost of tender:** Estimated cost of the Tender is **Rs. 1,20,49,136/-** (Incl. GST).

6.2 **Earnest Money Deposit (EMD): Rs. 2,40,983/-** 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-400020.

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

6.2.2 For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

(i) They are exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

6.2.3 Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.

6.2.4 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. **Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**

6.2.5 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

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

6.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

6.3 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://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.

- 6.4 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.
- 6.5 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, 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 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.
- 6.6 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage 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.
- 7 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.

8 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:

- i. Security Deposit/Performance Bank Guarantee @ **10%** 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-IV**.
- 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.5Lakhs 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.

9 Eligibility Criteria:

9.1 Technical Eligibility for Bidder:

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- The work for Supply of 6/12/24/48/96 F ADSS/Armoured/Unarmoured/Metal Free OFC in any Government / State Government/PSU/Public listed company/reputed Telco.

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.

9.2 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.

9.3 Bidder should have authorization specific to this tender from respective OEM as per **Annexure-II**. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.

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

10 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 purchasers 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.

11 Warranty:

The materials are to be warranted for **18 Months** from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and 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 and drawings.

The supplier 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 such as corrosion, inadequate quantity of material to meet item requirements, inadequate contact protection, 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.

12 Payment Conditions:-

- (i) 100% payment against full supply.
- (ii) 80% payment against part supply. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply.
- (iii) The following documents are to be submitted for payment:

- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan
 - Original Consignee receipt with GRN No.
 - Original Inspection Certificate
 - Transit Insurance Certificate
 - Warranty Certificate of OEM
 - Copy of BG/Proof of BG Submission
 - Certificate of receipt of Goods in good condition from RailTel
- (iv) Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

- 13** 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-III. Non submission of a notarized 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).

14 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) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para -9.
- (vii) MAF/OEM Authorization as per **Annexure-II**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III**.
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 18.
- (x) NIL deviation declarations as per **Annexure- VI**.
- (xi) Self Certification under preference to “MAKE IN INDIA” Policy as **Annexure-VII**.

15 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 provided due date, bid may be rejected.

16 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, Govt shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% 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. 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. Bidder should submit Self Certification under preference to “MAKE IN INDIA” Policy as **Annexure-VII**.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the ‘Class-I local supplier/ Class-II local supplier’ shall be required to 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.

17 Insurance

- 17.1 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.
- 17.2 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 item/equipment are handed over to the purchaser.

18 Power of Attorney

Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder as per the clause-15 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/2023/B/3366124**
 - 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
 - 5) In case, if any contradiction between GeM Bid, 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**Schedule of Requirements**

S. N.	Description of Item	State	Unit	Qty	Unit Basic Price	Packing & Forwarding charges	Freight & Insurance charges	GST @ — %	Unit Cost CIP destination	Total cost CIP destination
SOR A - ADI and BRC Division - Deposit Work										
SOR-A1	48 Fibre Optical Fibre Cable (armoured) as per RDSO Specs. RDSO/SPN/TC/110/2020 Revision-0 or latest with G652D Fibre for RailTel OFC Network		Km.	23						
SOR-A2	24 Fibre Optical Fibre Cable (armoured) as per RDSO Specs. IRSTC-55/2006 (Rev.1) with Amendment 1.1 or Latest with G652D Fibre for RailTel OFC Network		Km.	16						
SOR B - (for O&M Purpose)										
SOR-B1	48 Fibre Optical Fibre Cable (armoured) as per RDSO Specs. RDSO/SPN/TC/110/2020 Revision-0 or latest with G652D Fibre for RailTel OFC Network		Km.	3						
SOR-B2	24 Fibre Optical Fibre Cable (armoured) as per RDSO Specs. IRSTC-55/2006 (Rev.1) with Amendment 1.1 or Latest with G652D Fibre for RailTel OFC Network		Km.	129						

Technical Specifications

1. Specification of SOR-A1 & SOR-B1 (48 F OFC Armoured):

The specification of OFC should conform to RDSO specs for Optical Fibre Cable Specification No. RDSO/SPN/ TC/110/2020 Revision-0 or latest for 48 F Armoured but the make of Fibre should be as per ITU specs G 652D.

2. Specification of SOR-A2 & SOR-B2 (24 F OFC Armoured):

- i. The specification of OFC should conform to RDSO specs for Optical Fibre Cable IRS: TC-55/2006 (Rev.1) with amendment 1.1 or latest for 24F Armoured but the make of Fibre should be as per ITU specs G 652D.
- ii. The bidder/OEM should have valid RDSO approval certificate for RDSO Specification No. IRS: TC-55/2006 (Rev.1) with amendment 1.1 or latest for 24 fibres Armoured Optical Fibre Cable.

Note. The specification for 24F OFC (RDSO Specs No. IRS: TC-55/2006 (Rev.1) with amendment 1.1 or latest)

Spl. Note. The above specification may be downloaded from <https://rdso.indianrailways.gov.in>

Annexure-II

RGM/WR
RailTel Corporation of India Ltd.

Dated:

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

Subject: Manufacturer Authorisation form (MAF) to M/s for
.....

Ref: GeM Bid No. GEM/2023/B/3366124

dated: 15.05.2023

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

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

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

as per the tender No._____ of RailTel/WR, 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 -IV

Guarantee Bond for Performance Guarantee
(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013 (hereinafter called "the RailTel") having agreed to exempt **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between and RailTel Corporation of India Limited, for [Name of Work/Supply of Materials] (hereinafter called "the said Agreement") of **Performance Guarantee** for the due fulfillment by the said contractor's) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rs. Only). We, (indicate the name of the Bank and address) hereinafter referred to as "the Bank") at the request of. M/s..... 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 (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of 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 (indicate the name of the Bank and address) 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.
4. We, Bank (indicate the name of the Bank and address) 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 the Bank and address) 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 effect 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 2023 for

.....
(Indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

Annexure - V**Consignee Details:**

SOR A - ADI and BRC Division - Deposit Work					
SN	Name of Project	Consignee	Consignee Address	Item Type	Items to be delivered (Qty in KM)
1	Gandhigram in lieu of MEGA	Upendra Kumar / 9974151506	RailTel Corporation of India Limited, Microwave Tower building, Kalol Railway Station, Kalol - 382721, Gujarat. Mob-9974151506	48F OFC	1
2	DFCCIL SAU-GGM	Upendra Kumar / 9974151506	RailTel Corporation of India Limited, Microwave Tower building, Kalol Railway Station, Kalol - 382721, Gujarat. Mob-9974151506	48F OFC	8
3	GNC RUB Work	Upendra Kumar / 9974151506	RailTel Corporation of India Limited, Microwave Tower building, Kalol Railway Station, Kalol - 382721, Gujarat. Mob-9974151506	48F OFC	11
4	NHSRCL Uttarsanda-Kanjari Boriyavi	Upendra Kumar / 9974151506	RailTel Corporation of India Limited, Microwave Tower building, Kalol Railway Station, Kalol - 382721, Gujarat. Mob-9974151506	48F OFC	3
5	HPCL PILOI	Sh. Naveen Vishvkarma / Mob - 6388134095	Mr. Naveen Vishwakarma Botad UHF station, Near - Botad rly station, Dist. Botad, Gujarat -364710 Mob - 6388134095	24F OFC	4
6	NHSRCL Chhayapuri	Sh. Asif Achhava / 8320243030	Railtel corporation of India Ltd. ARM office Gandhidham, Railway colony, Gandhidham-370210, M: 9724040119	24F OFC	3
7	Golden Bridge	Sh. Naveen Vishvkarma / Mob - 6388134095	Mr. Naveen Vishwakarma Botad UHF station, Near - Botad rly station, Dist. Botad Gujarat -364710 Mob - 6388134095	24F OFC	3
8	CONCOR Track	Sh. Asif Achhava / 8320243030	Railtel corporation of India Ltd. ARM office Gandhidham, Railway colony, Gandhidham-370210, M: 9724040119	24F OFC	3
9	Railway Work	Sh. Asif Achhava / 8320243030	Railtel corporation of India Ltd. ARM office Gandhidham, Railway colony, Gandhidham-370210, M: 9724040119	24F OFC	3

SOR B - (for O&M Purpose)					
SN	Territory	Consignee	Consignee Address	Item Type	Items to be delivered (Qty in KM)
1	ADI	Sh. Asif Achhava / 8320243030	Railtel corporation of India Ltd., New Railway colony, Railway station compund, Samakhiyali Railway station, Samakhiyali (Kutch) - Gujarat Pincode -370140 M: 9724040119/ 8320243030	24F OFC	6
2	ADI	Sh. Arvind Sahu / 9979797345	Jetalsar uhf station Jetalsar Railway station District - Rajkot Pin - 360360	24F OFC	6
3	ADI	Sh. Arvind Sahu / 9979797345	Hapa uhf station Hapa railway station District - jamnagar Pin - 361110. Mob - 9979797345	24F OFC	6
4	ADI	Sh. Naveen Vishvkarma	Bhavnagar UHF station DRM office bhavnagar District - bhavnagar Gujarat -364003. Mob -	24F OFC	6
5	ADI	Sh. Upendra Kumar / 9974151506	RailTel Corporation of India Limited, Railway Microwave Tower compound, SSE-TELE-MSH Office, Platform No.-6 Side, Mehsana Railway Station, Mehsana-384001, Gujarat. Mobile - 9179860853, 9974151506	24F OFC	9
6	BB	Sh. Kheem singh Mo.:9974151518	RailTel Corporation of India Limited, Western Railway, Microwave Complex , Senapati Bapat Marg ,Mahalaxmi, Mumbai, PIN-400013	24F OFC	26
7	BPL	Sh. Arvind Sharma	RCIL Telecom Room near Rly stn Guna	24F OFC	6
8	BPL	Sh. Arvind Sharma	RCIL Telecom Room near Rly stn Bina	24F OFC	6
9	BPL	Sh. Nikhil Agnihotri	Railway Microwave Near Rly stn Ratlam	24F OFC	3
10	BPL	Sh. Nikhil Agnihotri	Railway Microwave Near Rly stn Ujjain	24F OFC	6

11	BPL	Sh. Himanshu Mehta	Railway Microwave Near Rly stn Jabalpur	24F OFC	6
12	BPL	Sh. Himanshu Mehta	RCIL Telecom Room Near Rly stn Katni	24F OFC	3
13	BPL	Sh. Sajiddudin	RCIL Telecom Room Near Rly stn Gangapur City	24F OFC	4
14	BPL	Sh. Sajiddudin	Railway Microwave Near Rly stn Kota	24F OFC	6
15	NGP	Sh. Santosh Kumar Dubey / 9179044016	RailTel Corporation Of India Ltd., SSE Telecom Office, Infront of Komal Medical, Near Railway station, Wardha -442001, C.Rly, Mob: 9179044016	24F OFC	30
16	BB	Sh. Kheem singh Mo.:9974151518	RailTel Corporation of India Limited, Western Railway, Microwave Complex , Senapati Bapat Marg ,Mahalaxmi, Mumbai, PIN-400013	48F OFC	3

Note: All the locations/stations name given above are tentative and may change. Successful Bidder may ask the final location with complete address after finalizing the tender. RailTel has the right to change location within RailTel Western Region area & firm has to supply & commission at location given by RailTel.

Annexure-VI

**PROFORMA FOR Nil Deviation Component Compliance
Undertaking Letter
(TO BE SIGNED BY BIDDER)**

To,
Regional General Manager/WR
RailTel Corporation of India Ltd.
Mahalaxmi, Mumbai-400013

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No. GEM/2023/B/3366124 Dt 15.05.2023**

Over and above all our earlier conformations and submissions as per your requirements of the bid, we confirm that,

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete.

We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure-VII

Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____
(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory
