

Information to Bidder for the “Supply of 48 Fibre Optical Fibre Cable (Armoured),12F (Unarmoured) and 6F (Unarmoured) as per RDSO Specs. IRS-TC-55/2006 (Rev.1) with Amendment 1.1 or Latest with G 652D Fibre for RailTel OFC Network”.

1. 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.*
2. OFC offered shall have complete data sheets and detailed description on OEM web sites. Bidders are required to submit duly filled and signed technical compliance of the OFC offered in Annexure-I, failing which the bids may be rejected.
3. Bidder shall submit the detailed BOM of the OFC offered duly verified and certified by the respective OEM.
4. GST registration certificate of vendor should be provided from where goods will be supplied.
5. **Tender Cost: NIL**
- 6.1 **Estimated cost of the Tender is **Rs.3445867/-** (Tax inclusive)**
- 6.2 **Earnest Money Deposit (EMD)/ Bid Security:**

Earnest Money Deposit (EMD)/ Bid Security: **Rs.68917/-** (2% on estimated cost of **Rs.3445867/-**) with payment online through RTGS/Internet Banking in Beneficiary name RailTel Corporation of India Ltd. The Bid received without EMD will be summarily rejected.

Bank: Union Bank of India,

Address: F-14&15, Inner Circle, Connaught Place, New Delhi-110001,

Branch Code:30780

IFSC Code: UBIN0530786

MICR code:110026006

Account No.307801010917906

EMD shall be exempted to Micro & small Enterprises registered for the tendered items. The bidders claiming the preference have to submit relevant documents. The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.

In lieu of Bid Security, bidders are required to sign “Bid Security Declaration” in the format attached as Annexure –V accepting that if they withdraw or modify their bids during period of validity etc., they will be banned for the period of Three years. **Non-submission of Bid Security Declaration form will lead to disqualification of bid.**

7. **Eligibility Criteria for OEM (RDSO approved firm):**
- 7.1 The bidder should have a valid RDSO approval certificate issued on date opening of Bid or earlier for any number of optical Fibre Cable as per RDSO specs No. IRS: TC-55/2006

(Rev.1) with Amendment 1.1 or latest with fiber as per ITU G652D specs on the day of opening of tender (scanned copy to be uploaded on GEM portal).

- 7.2 The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and the bidder should have positive net worth and should give an undertaking for the same.
- 7.3 Offer received without valid RDSO approval certificate will be summarily rejected.

8. Eligibility Criteria for Authorized Bidder of OEM:

The tenderer must have successfully completed any of the supply/provision of similar Item 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”.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

Offers received without OEM (RDSO approved firms) authorization specific to this tender, will be summarily rejected.

9. Financial Eligibility Criteria for OEM Authorized Bidders:

The tenderer must have received total contractual payments (operating turn over) 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/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- a. **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.
- b. The bidder should have authorization, specific to this tender from respective OEM as per Annex-II.

10. **Payment Conditions: -**

- i. 100% payment on full supply against the ordered quantity.
- ii. 80% payment on part supply against the ordered quantity.
Delivery of materials to be ensured as per Annexure-I

The following documents are to be submitted for payment:

- a. Original Tax Invoice
- b. Delivery Challan
- c. Original Consignee receipt for receipt of goods in good condition.
- d. Original Inspection Certificate
- e. Warranty Certificate from OFC manufacturer (OEM)
- f. Proof of PG/SD submission
- g. Proof of Insurance certificate, if material supplied through transporter
- h. Bill Passing Authority: Addl. General Manager/TM/Delhi NCR
- i. Bill Paying Authority: Joint General Manager/Finance

12. **Online Submissions:**

The bidder is required to upload and submit the following documents online before due date & time of bid.

- i. EMD Declaration as per Annexure-V.
- ii. Clause wise compliance of all the clauses of GeM Bid and ATC documents.
- iii. No deviation statements.
- iv. Financial (audited balance sheets/annual reports of last three preceding financial years; if proof of income is provisional it should be certified by CA) and Technical Eligibility Criteria documents.
- v. Technical Compliance of all Specification of RDSO Specs, GeM Bid and ATC documents.
- vi. RDSO approval certificate for OEM and MAF (as per Annexure-II) for OEM authorized bidder & proof of RDSO approval.
- vii. Notarized affidavit on a non-judicial stamp paper as per Annexure-IV. regarding authenticity of the documents submitted /information provided in the bid.

Note: i. The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. Any deviation / non- acceptance may lead to rejection of the bid.

ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

iii. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid.

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

13. Delivery period:

The supplier will have to supply the material within 60 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.

14. Security Deposit/Performance Guarantee:

i. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer *should give a Performance Guarantee in the form of DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi* from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 3% of the contract/PO value.

The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender for that work.*

ii. The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The PBG will be returned only after fulfillment of contractual obligations.

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.

iv. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and on expiry of the warranty period and issue of the certificate of final acceptance of the entire system.

v. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.

Note: Performance guarantee for less than Rs. 5 Lacs has to be submitted in the form of DD/Banker's cheque only.

16 Inspection of material:

- 16.1** The supplier/manufacturer bidder will send inspection call letter to RailTel 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.
- 16.2** 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.
- 16.3** Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RDSO 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.
- 16.4** The material should be offered for inspection within Seven 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.
- 16.5** 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 compiled on a daily/ weekly/ monthly basis and it shall be analyzed. "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.
- 16.6** 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.

Inspection of OFC shall be carried out as per RDSO specs at OEM premises.

Inspection charges shall be borne by the bidder.

17. Dispute Settlement:

In case of any dispute concerning this order both the successful BA/SI and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any

amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

18. Variation:

RailTel has the right to vary any tendered item quantity $\pm 25\%$ on the same accepted rate subjected to total $\pm 25\%$ variation in total amount of accepted tender cost. Such variation offered by RailTel will be obligatory to the successful bidder while all the terms and conditions of tender will remain same.

19. Warranty:

The materials are to be warranted for 18 months from date of delivery

20. Marking of Material Supplied:

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

Technical Specifications:

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

- i. OFC should conform to RDSO specification No IRS: TC-55/2006 (Rev.1) with amendment 1.1 or latest for 48 F Armoured OFC.
- ii. Fibre should be as per ITU specs G 652D (03/03 or latest).
- iii. The above-mentioned specification is for 24 fibers, which shall be applicable for proposed 48F also except no of fibers in each loose tube shall be 8 instead of 4 in case of 24F. The colour of the additional 4 fibers in each loose tubes shall be different as per standard convention.

2. Specification of SOR-2 (12 F OFC Unarmoured):

- i. Supply of 12F unarmored OFC (Metal free) for laying over the platform shed.
- ii. Fibre should be as per ITU specs G 652D (03/03 or latest).

3. Specification of SOR-3 (6 F OFC Unarmoured):

- i. Supply of 6F unarmored OFC Metal strengthened outdoor.
- ii. Fibre should be as per ITU specs G 652D (03/03 or latest).

Tentative Consignee wise Qty distribution:

SN	SOR	Item Description	Units	Qty
1.	SOR-1	48F Armoured OFC	Km	24.557
2.		12F Unarmoured OFC	Km	10
3.		6F Unarmoured OFC	Km	60

Consignee Details

Sl. No	Territory	Consignee Address	48F OFC (KM)	Contact Person	State/ GST No.
1	Delhi- NCR	RailTel corporation of India Ltd, 2 nd Floor, Microwave Complex, Thompson Road, New Delhi-100002	9	Sanjeev Kumar/AGM/Delhi NCR	Delhi/ 07AABCR7176C2ZE
2	CDG	RailTel corporation of India Ltd, Railway Telephone Exchange. Chandigarh Railway Station.	15.557	Pushpender Kumar/TM/CDG	CDG/ 04AABCR7176C1ZL
Total			24.557		
Sl. No	Territory	Consignee Address	12F OFC (KM)	Contact Person	State/ GST No.
1	Delhi- NCR	RailTel corporation of India Ltd, 2 nd Floor, Microwave Complex, Thompson Road, New Delhi-100002	10	Sanjeev Kumar/AGM/Delhi NCR	Delhi/ 07AABCR7176C2ZE
Total			10		
Sl. No	Territory	Consignee Address	6F OFC (KM)	Contact Person	State/ GST No.
1	Delhi- NCR	RailTel corporation of India Ltd, 2 nd Floor, Microwave Complex, Thompson Road, New Delhi-100002	60	Sanjeev Kumar/AGM/Delhi NCR	Delhi/ 07AABCR7176C2ZE
Total			60		

Annexure-II

**Executive Director,
RailTel Corporation of India Ltd.**

Dated:

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

**Subject: Manufacturer Authorization Form (MAF) to M/s.....for.....
Ref: GeM Bid No.....Dated.....**

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 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/s..... against the above-said bid.

Thanking you,

Best regards,

Authorized Signatory

Annexure-III

PERFORMANCE GUARANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: 6thFloor, Block-III, Delhi ITPark, Delhi-110053.

1. (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.date..... made between..... and..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s)of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,.....(indicate the name of the Bank)hereinafter referred to as“ the Bank”)at the request of.....Contractor(s)do hereby undertake to pay the RailTel an amount not exceeding Rs Against any loss

or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We,.....Bank and our **local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

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

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

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.....(1) We shall be discharged from liability under this Guarantee thereafter.

We,.....We.....

(indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor (s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affected or 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 Bank further agree that this guarantee shall be invokable at our place of business at...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

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

Dated the day of 2023

for

(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG
WITH 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._____ (Herein after 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 electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
- (vi) I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five 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 years 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

Format for Bid Security Declaration

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

Whereas, I/We_(Name of Agency) has submitted bid for (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic, I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit:-

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

Or

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

Or

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

Or

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

Or

5) If I/We commit any breach of integrity Pact;

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative Name of Firm

Date: