

**Information to Bidder for “Comprehensive Annual Maintenance Contract for (2x10 kVA) UPS installed at various locations under VSS Phase-1 Project of Northern Region through GeM”.**

**Tender No: RailTel/Tender/OT/CO/2025-26/VSS-AMC/UPS/01 dtd 29.05.2025**

**Ref: GeM Bid No.XXXXXXXXXX**

- 1. The items in this bid should be quoted as per the SOR details and Terms & Conditions.**
- 1.1 Name of work: “Comprehensive Annual Maintenance Contract for (2x10 kVA) UPS installed at various locations under VSS Phase-1 Project of Northern Region through GeM ”**
  - 1.1.1 RailTel intends to award a contract to reputed contractors who are financially and technically meeting the eligibility criteria to undertake various activities by way of Comprehensive Annual Maintenance Contract for 2x10 kVA UPS installed at various locations under VSS Phase-1 Project of Northern Region through GeM.
  - 1.1.2 Contractor has to accept the site and equipments on as-is-where-is-basis.
  - 1.1.3 The contractor shall be responsible for upkeep & maintain all concerned parameters of industrial standards.
  - 1.1.4 The contractor shall carry out any additional work for smooth functioning of system along with the works included in the contract. No separate payment shall be made for carrying out these works.
  - 1.1.5 The contractor has to deploy sufficient number of teams to take care of regular maintenance schedule under AMC and avoid delay in transit time to reach the site in case of emergency. The persons deployed at various locations shall be communicated to EIC with Telephone number and address.
  - 1.1.6 Engineer-in-charge (EIC) shall mean respective Territory Manager of RailTel, in charge of works and shall include the nominated executives of RailTel. He is responsible for ensuring that all AMC work covered by the contract are carried out in accordance with conditions of contract as agreed to.
  - 1.1.7 **Tender cost: NIL**
  - 1.1.8 **Validity of offer:** Validity of offer: 60 days (sixty days only) from the date of opening of tender.
- 1.2 Estimated cost of tender & Earnest Money Deposit (EMD):**
  - 1.2.1 Estimate cost of tender:** Estimated cost of the Tender is Rs. **1,22,60,578/- (incl.GST).**
  - 1.2.2 Earnest Money Deposit (EMD)/ Bid Security:** **Rs. 2,45,300/-** in the form of Bank transfer/Pay Order/Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date and time. The Bid received without EMD will be summarily rejected.

**1.2.3** MSE's are exempted from the payment of EMD, subject to furnishing of relevant EMD Declaration as per format at Form-VI and valid certificates for exemption claimed. MSE's with fake certificates or MSEs after claiming exemption and if awarded the contract to Works/Supply, fails to execute the work, are liable to be debarred/blacklisted from participating in future Govt. tenders.

*\* Bid submitted without Bid Declaration Form shall be summarily rejected.*

**1.2.4** GSTIN ID of vendor should be provided from where goods/services will be supplied.

**2. In addition to above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:**

<b>Name of bank &amp; address</b>	Union Bank of India, Ist Floor,14/15, Rajiv Chowk, Block- F, Connaught Place New Delhi- 110001
<b>Name of Account holder</b>	<b>RailTel Corporation of India limited</b>
<b>Account No</b>	307801010917906
<b>IFSC code</b>	UBIN0530786
<b>MICR Code</b>	110026006

**NOTE:**

- A)** This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”
- B)** Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before the date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected.
- C)** For NSIC registered firm and micro & small enterprises (MSEs) who are having valid Udyog Aadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available. They shall also be exempted from depositing Earnest money. These exemptions shall be 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, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.
- D)** Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.
- E)** The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-8. Any Other guideline issued by Govt. for MSE time to time will be applicable.

**Note: The tenderers shall submit notarized bid securing declaration on non-judicial stamp paper of Rs.100/- as per Form-VI on GeM portal failing which bid shall be summarily rejected**

## **2 On-line Submissions:**

- 2.1 The bidder is required to upload and submit the following documents online before due date & time of bid. The due date & time for closing of the bid is 15:00 Hrs of 24.06.2025 and the bid will be opened at 15:30 Hrs of 24.06.2025.
- i. Scan copy of Demand Draft/NEFT detail of EMD
  - ii. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
  - iii. Proof of document required against Eligibility criteria of Bidder vide Form-V.
  - iv. Signed and stamped/Digitally signed copy of ITB.
  - v. Format for certificate as per Form-II. In case of non-submission of Form-II, offer shall be summarily rejected.
  - vi. Submission of Agreement as per format under Form-IV.
  - vii. Submission of no deviation certificate as per Form-III.
  - viii. Submission of Offer letter as per Form-I
  - ix. Submission of Bid Declaration as per Form- VI
- 2.2 Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on Gem portal.
- 2.3 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/xxxxxx**.
- 2.4 Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about satisfactory performance indicating all the details as given herein shall be enclosed with the tender.
- 2.5 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.
- 2.6 The tenderers shall submit a standard format of certificate stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Form-II Non submission of a certificate by the bidder shall result in summary 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 the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

2.8 In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 2 (two) years.

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

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

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

### **3. Eligibility Criteria for Bidder:**

#### **3.1 Technical Eligibility for Bidder:**

The bidder should have executed project for supply and installation / commissioning of same or similar category products during preceding 3 financial years as on date of opening of the bid or ending last day of month previous to the one in which tender is invited:

(a) Three similar works each costing not less than the amount equal to 15% of advertised value of the tender,

or

(b) Two similar works each costing not less than the amount equal to 20% of advertised value of the tender,

or

(c) One similar work each costing not less than the amount equal to 35% of advertised value of the tender.

**Note:**

*No consortium/ JV shall be allowed.*

*Certified copies of the necessary experience certificates shall be submitted online along with the tender document while quoting for establishing credentials.*

*In case a contract is started prior to (03) years, ending on the date of opening of bid, the completed work shall be considered for fulfillment of credentials.*

**Definition of similar single work is as under:**

**“Tenderer must have completed successfully and satisfactorily the work of supply/ maintenance/ repairing of Uninterruptible Power Supply (UPS)”.**

**3.2 Financial Criteria for Bidder:**

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

*\*Financial criteria for startups would be considered as 50% instead of 150%.*

**4 AGREEMENT**

The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of Requirements referred to therein duly completed. The form for agreement is included in Form No. IV.

In the event of any tenderer whose tender is accepted, refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

**5 SECURITY DEPOSIT**

Security deposit shall be 5% of the contract value. The amount of EMD of the successful tenderer shall be adjusted against Security deposit and the balance amount shall be recovered

from the running bills of the contract (@10% of per bill amount) and no other mode of collecting SD shall be accepted.

## **6 INTRODUCTION OF PERFORMANCE GUARANTEES (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below: -

- (a) The successful tenderer shall give a performance guarantee amounting to 5% of the contract value. Within 30 days from the date of issue of LOA. Extension of time for submission of PBG beyond 30 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31<sup>st</sup> day after date of issue of LOA. However, RailTel reserves the right to terminate the contract in case the tenderer fails to submit the requisite PBG within 60 days. The tenderer will have to submit this amount in the form of Demand draft/Bank Transfer. Performance Guarantee (DD in lieu) shall be released after satisfactory completion of the work.
- (b) The Performance Bank Guarantee (PBG) shall be released after the physical completion of the work to the satisfaction of competent authority based on the certification by the RailTel official mentioning that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and issue of the certificate that the entire system specified in the contract has been maintained by the contractor as per terms and conditions of the contract and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (c) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
  - (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.
- (d) **No Interest on Earnest Money and Performance Security:**

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

## **7. TERMS OF PAYMENT**

- a. AMC Charges shall be paid on a quarterly basis by RailTel on verification of work by respective AM/DM/Mgr/SrMgr/AGM of the section subject to submission of permanent restoration certificate of fault occurred during the particular period jointly signed by Section/Manager I/charge & Contractor representatives and on submission of verified reports by the concerned Territory Manager as required by the terms of the contract. The Bill in

original will be accepted for payment by concerned Territory manager as well as online submission on BTS portal.

- b.** Following documents must be submitted while claiming for payment ;
- i) GST Invoice duly certified should be submitted.
  - ii) Ship to and Bill to state must be same.
  - iii) The satisfactory certificate issued by the concerned RailTel representative of the respective territories i.e. TMs of territories over Northern Region on submission of Quarterly health check-up report duly signed by RailTel and firm's representatives.
  - iv) Copy of Service Engineer Visit Register duly signed by RCIL Supervisor along with Checklist for Preventive/Breakdown Maintenance duly signed by Contractor's Service Engineer and RailTel's Site In-Charge/Supervisor.
  - v) Services provided at the stations must be verified and signed by the concerned Manager/Sr.Manager followed by Territory Managers signature and hard copy of same to be submitted in original to Regional Office in parallel to BTS.
  - vi) The working OK report must consist the following items:
    - (i) Station, (ii) state (iii) Territory (iv) Qty. (v) Visit Qty. (vi) Failure complaint date (vii) Restoration Date (viii) SLA status (ix) Remarks
- c. 100% payment will be made on successful completion of work after adjusting / recovering SD as per clause 6.
- d. The Bill Passing Authority would be Sr.DGM/Projects and Bill Paying authority would be Sr DGM/Finance of the Regional Office.

## **8. GENERAL CONDITIONS:**

- a) The price and rates in respect of the AMC are inclusive of all taxes and other levies etc. payable by the tenderer to the Government or any other authority and shall remain firm under all circumstances for a full period of Three years from the date of entering into the AMC and shall not change on account of variation of taxes / statutory dues / exchange rates etc. The rates to be quoted are thus "ALL inclusive"
- b) The RailTel and the tenderer shall at any time mutually agree to include in this contract, additional equipment or and features which too shall be covered by all the Terms & conditions of this contract and charges which shall become payable to the contract of the remaining tenancy of the contract with effect from the date of their inclusion.

RailTel can terminate the AMC at any time depending on overall performance of services rendered by the firm during the period of contract at its own discretion by giving show cause notice period of 30 days.

If the contract is terminated in whole or in part, recourse may be taken to anyone or more of the following actions:

- i) Forfeiture of the performance guarantee & Security Deposit.
- ii) However, the supplier/Firm/Vendor shall continue to fulfill the contract to the extent not terminated.

- c) If the RailTel at any stage of the contract decides to abandon the work and terminate the contract owing to its own reasons whatsoever the RailTel shall pay the contractor the money for the work already completed as per Schedule of work of the Tender Document for which contractor is entitled for payment. The contractor has no right to claim damages for loss of profit or other reasons from the RailTel. In such an event the RailTel shall give notice before 30 days to that effect to the contractor.
- d) If any damages are caused to the RailTel /Railway Equipment handed over for repairs an appropriate amount shall be deducted from payments due to the contractor.
- e) The contractor shall abide by all labour laws of the country/ state.

## **9. FORCE MAJEURE**

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non- performance or delay in performance as a result of Force Majeure leading to such termination.

## **10. SETTLEMENT OF DISPUTES & ARBITRATION**

In case of any dispute concerning this order both the bidder and RailTel/REL shall try to settle the same amicably through mutual discussion/negotiations. 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.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 lakhs. The arbitrator will be mutually appointed by the Chairman & Managing Director of RailTel Corporation of India Ltd and the bidder. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to an arbitral tribunal consisting of three

arbitrators with each Party nominating its arbitrator and both the arbitrators appointing the third and presiding arbitrator.

## 11. RAILTEL'S RIGHTS

- 11.1 The RailTel reserves the right of not to invite tenders for any of RailTel work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 11.2 The authority for the acceptance of the tender will rest with the RailTel. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the RailTel undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- 11.3 If the Tenderer (s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the RailTel reserves the right to reject such tender at any stage.
- 11.4 If the Tenderer (s)/Partner(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the RailTel shall deem such tender cancelled, unless the firm retains its character.

## 12 SCOPE AND SCHEDULE OF WORK:

- 12.1 Comprehensive Annual Maintenance Contract for 2x10 kVA UPS installed at various locations under VSS Phase-1 Project of Northern Region as per the tentative list below:

S.N.	Name of Station	Territory	Railway	Division	State
1	Abu Road	JP	NWR	AIJ	Rajasthan
2	Raja Ki Mandi	DLI	NCR	AGC	Uttar Pradesh
3	Agra Fort	DLI	NCR	AGC	Uttar Pradesh
4	Alwar	JP	NWR	JP	Rajasthan
5	Amethi	LKO	NR	LKO	Uttar Pradesh
6	Amroha	DLI	NR	MB	Uttar Pradesh
7	Azamgarh	PRYJ	NER	BSBS	Uttar Pradesh
8	Babina	DLI	NCR	JHS	Uttar Pradesh
9	Badshahnagar	LKO	NER	LJN	Uttar Pradesh
10	Ballia	LKO	NER	BSBS	Uttar Pradesh
11	Banda	PRYJ	NCR	JHS	Uttar Pradesh
12	Bandikui	JP	NWR	JP	Rajasthan
13	Barabanki	LKO	NR	LKO	Uttar Pradesh
14	Barmer	JP	NWR	JU	Rajasthan
15	Basti	LKO	NER	LJN	Uttar Pradesh
16	Beas	CDG	NR	FZR	Punjab
17	Beawar	JP	NWR	AIJ	Rajasthan
18	Bhadohi	PRYJ	NR	LKO	Uttar Pradesh

19	Bhilwara	JP	NWR	AII	Rajasthan
20	Bhiwani	JP	NWR	BKN	Haryana
21	Chandausi	LKO	NR	MB	Uttar Pradesh
22	Datia	DLI	NCR	JHS	Madhya Pradesh
23	Dausa	JP	NWR	JP	Rajasthan
24	Deoria Sadar	LKO	NER	BSBS	Uttar Pradesh
25	Etawah	PRYJ	NCR	PRYJ	Uttar Pradesh
26	Rani	JP	NWR	AII	Rajasthan
27	Falna	JP	NWR	AII	Rajasthan
28	Ballabgarh	DLI NCR	NR	DLI	Haryana
29	Faridabad	DLI NCR	NR	DLI	Haryana
30	Faridabad Town	DLI NCR	NR	DLI	Haryana
31	Firozabad	DLI	NCR	PRYJ	Uttar Pradesh
32	Firozpur Cantt.	CDG	NR	FZR	Punjab
33	Gandhinagar-Jp#	JP	NWR	JP	Rajasthan
34	Gonda Jn.	LKO	NER	LJN	Uttar Pradesh
35	Gurgaon	DLI NCR	NR	DLI	Haryana
36	Hanumangarh Jn.	JP	NWR	BKN	Rajasthan
37	Hapur	DLI	NR	MB	Uttar Pradesh
38	Hardoi	LKO	NR	MB	Uttar Pradesh
39	Hisar	JP	NWR	BKN	Haryana
40	Jagadhri	CDG	NR	UMB	Haryana
41	Jaisalmer #	JP	NWR	JU	Rajasthan
42	Jalandhar Cant	CDG	NR	FZR	Punjab
43	Phagwara	CDG	NR	FZR	Punjab
44	Janghai	PRYJ	NR	LKO	Uttar Pradesh
45	Jaunpur	PRYJ	NR	LKO	Uttar Pradesh
46	Jind	CDG	NR	DLI	Haryana
47	Karnal	CDG	NR	DLI	Haryana
48	Kathgodam	LKO	NER	IZN	Uttarakhand
49	Khalilabad	LKO	NER	LJN	Uttar Pradesh
50	Kishangarh	JP	NWR	JP	Rajasthan
51	Lalgarh	JP	NWR	BKN	Rajasthan
52	Lalitpur	DLI	NCR	JHS	Uttar Pradesh
53	Phillaur	CDG	NR	FZR	Punjab
54	Mahoba	PRYJ	NCR	JHS	Uttar Pradesh
55	Mankapur Jn.	LKO	NER	LJN	Uttar Pradesh
56	MarwarJn.	JP	NWR	AII	Rajasthan
57	Belthara Road	PRYJ	NER	BSBS	Uttar Pradesh
58	Mau Jn.	PRYJ	NER	BSBS	Uttar Pradesh
59	Morena	DLI	NCR	JHS	Madhya Pradesh
60	Nagaur	JP	NWR	JU	Rajasthan

61	Nazibabad	DLI	NR	MB	Uttar Pradesh
62	Orai	PRYJ	NCR	JHS	Uttar Pradesh
63	Pali Marwar	JP	NWR	JU	Rajasthan
64	Panipat	CDG	NR	DLI	Haryana
65	Pathankot	CDG	NR	FZR	Punjab
66	Phaphund	PRYJ	NCR	PRYJ	Uttar Pradesh
67	Phul Pur	PRYJ	NR	LKO	Uttar Pradesh
68	Phulera	JP	NWR	JP	Rajasthan
69	Pratapgarh	PRYJ	NR	LKO	Uttar Pradesh
70	Rae - Bareli Jn.	LKO	NR	LKO	Uttar Pradesh
71	Rajpura Jn.	CDG	NR	UMB	Punjab
72	Rampur	LKO	NR	MB	Uttar Pradesh
73	Rewari	JP	NWR	JP	Haryana
74	Rohtak	CDG	NR	DLI	Haryana
75	Roorkee	DLI	NR	MB	Uttarakhand
76	Rudrapur City	LKO	NER	IZN	Uttarakhand
77	Shahganj	PRYJ	NR	LKO	Uttar Pradesh
78	Shahjahanpur	LKO	NR	MB	Uttar Pradesh
79	Shikohabad	PRYJ	NCR	PRYJ	Uttar Pradesh
80	Sirhind Jn.	CDG	NR	UMB	Punjab
81	Sitapur	LKO	NER	LJN	Uttar Pradesh
82	Siwan Jn.	LKO	NER	BSBS	Bihar
83	Sonipat	CDG	NR	DLI	Haryana
84	Sri Ganganagar	JP	NWR	BKN	Rajasthan
85	Sultanpur	LKO	NR	LKO	Uttar Pradesh
86	Suratgarh	JP	NWR	BKN	Rajasthan
87	Tundla	DLI	NCR	PRYJ	Uttar Pradesh
88	Udaipur City #	JP	NWR	AII	Rajasthan
89	Unnao	LKO	NR	LKO	Uttar Pradesh
90	Gwalior	DLI	NCR	JHS	MadhyaPradesh
91	Aligarh	DLI	NCR	PRYJ	Uttar Pradesh
92	Dehradun	DLI	NR	MB	Uttarakhand

*\* The list is indicative and final list may be provided during the award of contract.*

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

- i) Regular check of all UPS installed at any location of RailTel Northern Region as per SOR.
- ii) Compliance of maintenance schedule as per conditions given by the authority.
- iii) Immediate corrective action shall be taken as per site condition and guidance of EIC.
- iv) All the Required standards shall be maintained.

## 12.2 Maintenance Support

The tenderer should submit their strategy for providing maintenance support during Maintenance. Tentative details of UPS to be maintained as per SOR.

## 12.3 The AMC should cover the maintenance of the following:

Comprehensive Annual Maintenance Contract for 2x10 kVA UPS installed at various locations under VSS Phase-1 Project of Northern Region:

- a. The AMC shall be comprehensive in nature. Contract is for the Maintenance/ Replacement/ Servicing of the existing Prostarm Make UPS installed at various locations of RailTel falling under the Northern Region.
- b. AMC includes Preventive maintenance and upkeep of all Hardware, Software installation of UPS and attending failures on emergency basis for the entire system of UPS throughout the AMC period. Preventive maintenance shall be carried out to ensure fault free service. Normally it must be done once in a quarter as a part of AMC.
- c. Attending failures and total system break-downs, on advise of concerned Representatives of RailTel.
- d. Periodic inspection (Quarterly) should be carried out to test, record the parameters, cleaning and checkup proper working of all systems and to take preventive action to avoid failure.
- e. Carrying all maintenance activity as per the scope of offer & guidance of concerned Section I/charge / Manager.
- f. Any number of visits may be required during failures and restoration of the system.
- g. RailTel need not pay for any additional cost for visit for special support resources, during currency of the AMC Contract.
- h. The repaired equipment & other items shall be warranted to perform to publish specifications and to be free from defects in workmanship and material under normal and proper use and maintenance. The firm should keep its Service Engineer with adequate spares.to maintain interruption free system during currency of AMC. Any failure must be restored within 24 hrs excluding time of journey from the time of failure.
- i. At the time of takeover of UPS, joint inspection will be done by Railtel engineer & contractor representative to check condition of towers and defect/fault are to be recorded jointly within 30 days from the date of start of maintenance and submit the report about status of UPS with in 30 days else it will be deemed that all eqpt installed are in working condition and responsibilities for repairing will rest on contractor. One time cost of repairing/replacement of major faulty / defective parts including cost of additional items if desired by RailTel will be borne by RailTel on actual basis as per market value.

## 12.4 Staff and Material management for AMC:

- a. The tenderer is required to attend the failure by sufficient competent Service Engineers. The service engineer should give details, postal address, email address with mobile number to log the complaints. Thus the emergency services shall be available on 24x7 basis and the complaint can be logged at a prescribed Number given by the tenderer. Alternate arrangements to be done during the period of absence of nominated engineer.
- b. The qualified Contractor's Service Engineer shall visit every quarter with all necessary tools & equipment for the test check, and cleaning all the Hardware components of the UPS needed and proper working of UPS to ensure the technical requirements covered under the scope of AMC, for smooth functioning of the system.
- c. During the periodical visits and breakdown visits, the Service Engineer shall keep the devices physically clean from dust.
- d. All required service spares should be readily available 24X7 with the Service Engineer during the maintenance period. Extra resources/technical support need to be deployed for earliest restoration of failure within the scheduled restoration time, at no extra cost.
- e. All tests & checks for servicing and maintenance of equipments carried out should be entered in the Asset register against each equipment available at site. RailTel field representatives should sign in register towards confirming the activity performed by the contractor's representative.
- f. This Comprehensive Annual Maintenance Contract includes repair/replacement/service cost of any components/peripherals required for the proper functioning of the UPS at the locations falling under the jurisdiction of RailTel Northern Region.

### **13. JURISDICTION:**

The jurisdiction of maintenance of UPS at any location within the RailTel Northern Region under the agreement. The list of locations is mentioned above under Clause 12.1

## 14. SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES

- 14.1 The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the successful bidder to RailTel for the duration of this contract. The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services. Non-compliance of SLAs will lead to penalties as defined in subsequent section and the SLAs would remain valid for the entire duration of the contract.
- 14.2 Penalties shall not be levied on the successful bidder in the following cases:-
- i. Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the successful bidder and
  - ii. There's a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.
- 14.3 The installed system as part of the solution is expected to remain operational for 24 hours per day.
- 14.4 The contractor must ensure the up-time off at least 95% for the installed system being offered as part of video surveillance solution.
- 14.5 The up-time would be monitored and calculated on the monthly basis and no relaxation or consideration would be made for the non-availability of the back-up/stand-by system.
- 14.6 Down time is defined as the duration for which the system as a whole or any part of it is not available for the purpose it is installed for. Down time will be reckoned from the time the contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor.

The bidder shall specify the details of :

- a) Telephone no. for calling,
- b) Fax no.,
- c) Mobile no. for calling & SMS,
- d) E-mail id,
- e) Postal address for correspondence.

Non-availability of back-up/stand-by system shall also be counted for down-time calculation.

- 14.7 Down time will not be considered for which prior approval of RailTel/Railways authorities are taken in writing for preventive maintenance
- 14.8 For any specific location, the down time should not be more than 24 hours per day. In case the down time exceeds more than 24 hours then Rs.1000 per day or part thereof would be deducted for each day until the failure is restored at the reported location.
- 14.9 This location downtime shall include the service disruptions caused due to reasons of Hardware, software breakdowns.
- 14.10 SLAs will be monitored and reported on a monthly basis to RailTel by the 5<sup>th</sup> working day of each month.

**15 Period of Maintenance:** The period of Comprehensive Annual Maintenance Contract shall be carried out over the time period as mentioned below from the date of commencement of the work.

**Price Bid Format**

"Comprehensive Annual Maintenance Contract for (2x10 kVA) UPS installed at various locations under VSS Phase-1 Project of Northern Region through GeM "							
Tender No: RailTel/Tender/OT/CO/2025-26/VSS-AMC/UPS/01 dtd xx.05.2025							
SN	Description	Qty-UPS (55*2=110)	Basic Amount per UPS (for 1 Year)	Total AMC Amount(incl. GST@18%) for 1 Year	AMC Period upto	Amt without GST	Amount (incl. GST)
1	Comprehensive AMC of PROSTAR 10 KVA online UPS (without Battery) procured under Phase-1 of VSS Project - Main PO Ref. 3002310949	110			10-05-2028		
2	Comprehensive AMC of PROSTAR 10 KVA online UPS (without Battery) procured under Phase-1 of VSS Project - Variation PO Ref. 3002310969	72			07-05-2029		
						<b>TOTAL</b>	

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 the concerned RailTel representative.

Contract may be terminated by RailTel by giving one month’s notice in the event the contractor’s performance is found unsatisfactory. In case of premature withdrawal (before the completion of tenure agreed) of the team by contractor for any reason whatsoever, the entire SD as received and PBG shall be forfeited by RailTel. Also in case premature withdrawal is without at least one month notice, additionally the maintenance charges for last three months shall be forfeited.

**16 Items not covered in the AMC**

The AMC shall not cover any damage to the equipment either whole or part of the system due to reasons such as floods, earthquake, sabotage, terrorist activity, fire etc. The damages due to high voltage/ lightning shall be covered under AMC.

**17. Schedule of Activities for Execution of AMC**

17.1 The work shall be started by the contractor on receipt of the letter of acceptance. This includes the time for getting the materials required for the work.

- 17.2 The contractor shall submit a document detailing the maintenance works which are required to be done on each equipment as a whole. The periodicity of such maintenance works /tests along with tools and measuring instruments to be made available with the Service Engineer shall also be defined. The contractor may suggest additions / deletions to any item if need be due to specific design of his equipment.
- 17.3 As a part of AMC work, the Service Engineer shall also check the related items such as incoming power supply, Earthing, battery sets and suggest modifications, if needed, to suit equipment's.
- 17.4 Record of functional checks shall be maintained at each station in a register exclusively formatted for this purpose. The record shall be signed by the contractor and counter signed by the RailTel representative during every visit of the site.
- 17.5 The message, in case of failure, shall be given by the RailTel representative to the Service engineer on Phone / SMS/ e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number. There shall be no limit on the break-down calls.
- 17.6 Upon receiving the complaint, the service engineers is supposed to report to the station where UPS is installed within 45 minutes + travel time of reporting the complaint. In addition the service engineers shall assist the RailTel supervisor telephonically for all the technical matters referred by them on 24 x 7 basis and, if required and demanded by the RailTel.
- 17.7 The Contractor should have adequate stock of spares with each service engineer to minimize the duration of failure.
- 17.8 The Contractor shall rectify the defects as may be pointed out in the course of AMC. Where defects due to bad workmanship on the part of the contractor or otherwise noticed or any dispute arising as to the correctness of the defects pointed out, the decision of Manager incharge in this regard shall be final and binding.
- 17.9 If the Service Engineer feels that the failure is due to any other reason which is beyond his purview, the same should be reasonably supported by reports / measurements / readings etc. RailTel's decision in this regard shall be final.
- 17.10 No spare faulty equipment shall be allowed to remain in the stores with the Service Engineer. The repaired equipment shall be warranted to perform the published specification and to be free from defects in workmanship and materials under normal and proper use and maintenance.
- 17.11 The contractor should maintain a round the clock helpline in the form of the Call Centre / website so that calls can be logged. The contractor's Engineer / Supervisor shall be available on telephone round the clock for passing on the information by RailTel in case of failure. In case of odd hour failures and emergencies even on holidays and Sundays, normal service shall be rendered by the contractor.
- 17.12 The contractor shall provide details of its Service personnel & Complaint Escalation Matrix. The details shall include field service locations of the Service Engineers, telephone number, mobile numbers, e-mail ID, address and such details of their higher levels to escalate the fault complaints. Communication handed over to contractor's personnel at site shall be deemed to have reached their office.

- 17.13 The contractor should submit his list of service personnel and Identity Cards for the counter signature by officer so nominated to enable them to have free access at RailTel sites. The intimation shall be given well in advance for counter signature of Identity card when a new service personnel is to be deployed. The validity of the Identity card shall be limited to the contract under execution.

## **18 Preventive Maintenance Checks**

The following preventive maintenance checks are to be carried out at the specified periodicity to keep the UPS system in good working condition:

- 18.1 While rectifying the faults, the RailTel personnel can use the spares given by the tenderer.
- 18.2 The defective equipment thus released from the site shall be repaired/ replaced by the service engineer or the Centralized Stores Depot of Tenderers, Tenderer will get repaired the equipment's the store normally within 07 days of receipt of faulty equipments.
- 18.3 The general cleaning of the equipment should be done using suitable means to remove dust. The general condition of eqpts should be checked.
- 18.4 The loose electrical connections should be identified and attended. The condition of wiring to be checked to identify peeled insulation and general deterioration. If any wiring changes are to be done then the proper lugs should be used. TPNs/MCBs at Electric Panel/UPS to be checked for proper functioning, need to be replaced with that of desired capacity, if required.
- 18.5 If any part is found defective or not working up to the satisfaction or over aged then the repair or replacement should be done.

## **19 Breakdown Maintenance**

- 19.1 Breakdown Maintenance of the complete System for the problems experienced and as reported by RailTel, including defects, immediate replacement of equipment of any type, are to be carried out by the contractor.
- 19.2 On experiencing a problem in the equipment, the RailTel shall inform about the problem to the contractor representative through telephone/SMS/Post/e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number.
- 19.3 The breakdown calls shall be attended any number of times even on beyond office hours, Sundays and other Holidays including National Holidays.
- 19.4 After attending each major break down, the joint breakdown report shall be prepared by contractor or his authorized Engineer/ representative and RailTel Manager In charge.

## **20 Replacement of the equipment**

- 20.1 If any faulty equipment's is to be replaced during Preventive Checks/ Breakdown Maintenance then the faulty equipment's shall be handed over to the contractor for carrying out repairs in their premises. The contractor shall provide a replacement eqpts of same or higher version and compatible with the equipment.
- 20.2 After repairing the eqpts, the contractor shall bring back the original eqpts within 7 days and install in the system. Then, the replacement eqpts installed by the contractor during Preventive Checks/ Breakdown Maintenance would be handed over back to the contractor. The repaired equipment's should be warranted for 12 months from the date of replacement.

- 20.3 If the faulty eqpts is declared beyond repairs by the contractor then the replacement eqpts will be accepted as RailTel property.
- 20.4 If any faulty eqpts taken by the contractor for repairs is not returned by the time of claiming last AMC payment then the procurement cost of the eqpts with incidental charges as assessed by RailTel will be recovered from his payment.
- 20.5 All the tools and testing instruments required for checking, testing and attending to preventive maintenance as well as breakdowns shall be arranged by the contactor including PC/GUI/ Laptop.
- 20.6 The details of various registers for keeping records shall be supply by Tenderer in prescribed formats are given below:-

**i. Service Engineer Visit Register (Attending Breakdown)**

Sr. No.	Date	Time to Call	Name of Service Engineer	Time at which Service Engineer arrived at station	Signature of Service Engineer	Signature of RailTel Supervisor

**ii. Service Engineer Visit Register (For preventive maintenance)**

Sr. No.	Date of visit	Time to visit	Name of Service Engineer	Remarks	Signature of Service Engineer	Signature of RailTel Supervisor

**(iii) Item Replacement Register (At Railtel Sites)**

Sr. No.	Type of faults	Date, when item becomes defective	Date of replacement of item with New / Repaired	Signature of Service Engineer	Signature of RailTel Representative

**OFFER LETTER**

From:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  
Executive Director,  
RailTel Corporation of India Limited,  
**Northern Region,**  
Delhi.

**Sub: The Comprehensive Annual Maintenance Contract for (2x10 kVA) UPS installed at various locations under VSS Phase-1 Project of Northern Region through GeM**

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

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of 69 (sixty) days from the date of opening of the tender.

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

Earnest money deposit & Tender document cost details are as follows :-

Tender document cost :- .....

EMD :- .....

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

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

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

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

Yours Sincerely,

Signature & Seal of the Tenderer

Place: -

Date: -

Witnessed by:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from 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.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
6. **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.**
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for two year on entire Railtel.

**DEPONENT SEAL AND SIGNATURE OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above certificate 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.

**STATEMENT OF DEVIATIONS**

**(PROFORMA FOR STATEMENT OF DEVIATIONS)**

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

Clause	Deviation	Remarks
(Including Justification)		

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

SIGNATURE AND SEAL OF THE  
MANUFACTURER/TENDERER

AGREEMENT

(CA No. ....)

This AGREEMENT is made at New Delhi on this \_day of\_\_\_\_\_ two thousand and Twenty Three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Corporate office at 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum.....issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND

WHEREAS the said Tender of the Contractor has been accepted for the work of"....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C here to at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

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

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

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

The contract within named in the presence of :

1. Signatures  
Date  
Name in Block Capitals  
Address:
  
2. Signatures  
Date  
Name in Block Capitals  
Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_

The contractor within named in the presence of :

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

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

**FORM – V**

**QUALIFICATION EXPERIENCE**

Details of works executed and under execution by Tenderer during the last 7 years should be furnished in the following format

S	Name of work with description	Party's address for whom the work was done	Total value of contract Rs. in Lakhs	Year of award	Actual Date of Completion	No. of Extensions Granted	Payments received till date	Remarks

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

with Seal

Signature of the Tenderer

**FORMAT FOR BID SECURITY DECLARATION TO BE SUBMITTED/ UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(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 MSE bidders as per Govt. of India “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.

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 two years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of two years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT**

(To be signed by the O.E.M.)

To

The Executive Director/Operations,

RailTel Corporation of India Limited

I / We ..... hereby confirm and accept that against RailTel Tender No. .... , there is a requirement of Long Term Maintenance Support as per terms of the Contract. We confirm that Long Term Maintenance Support shall be met by us directly or through Authorized partner, as the case may be based on contracts. I / We have gone through the requirement mentioned in the Tender document and shall provide services for the offered supply items.

(Signature of Firm's Authorized Officer) Seal

Signature of witness:

1. ....

2. ....

**PERFORMANCE GURANTEE 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, Northern Region, 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Herein after called the RailTel) having agreed to exempt ..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between RailTel Corporation of India Limited and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rs. .... only). We, ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

We, .....(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.

We.....(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the .....day of ..... 2023

for .....

(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

\*\*\*\*\*