

**RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)**

**ELECTRONIC TENDER
DOCUMENT (Open Tender)**

E-bids for the “Supply of 6 Fiber/24 Fiber Unarmoured OFC”

**E-TENDER NO. RAILTEL/TENDER/ NR/Unarmoured
OFC/2018-19/21 dtd: 30.03.19**

Due for Opening on 08.05.2019 at 15.30 hrs

CIN-U64202DL2000GOI107905





RailTel Corporation of India Ltd.
Delhi IT Park ,Block-III, 6TH Floor
Shastri Park, New Delhi-110053
Tel. No. : 011-22185933,
Fax: 011-22185978

E-Tender Notice No. RailTel/Tender/NR/Unarmoured OFC/2018-19/21, Dated 30.03.19

RailTel Corporation of India Ltd. (RailTel) invites E- Bids for
“Supply of 6 Fiber/24 Fiber Unarmored OFC” The details are as under:

a)	E-Tender down loading.	From 16.04.2019 to 08.05.2019 Online Only
b)	Last date & Time of downloading	Up-to 14:30 hrs. on 08.05.2019 Online only
c)	Submission of e-Bids	Up-to 15:00 hrs on 08.05.19 (if the date of opening happens to be a holiday the tender will be opened on next working day at same time.) Online only
d)	Opening of e-Bids.	At 15:30 hrs on 08.05.2019 Online Only
e)	Approx. value of contract (all incl.)	Rs.9, 82,085/- (including Taxes)
f)	Earnest Money (EMD)	Rs. 19,650/-
g)	Cost of Tender Document	Rs.5900/- (Including taxes)*
	* These will be payable by Bank Draft in favour of RailTel Corporation of India Limited, New Delhi.	

Small scale Units; MSEs registered with NSIC are exempted from cost of Tender Documents and from depositing Earnest money.

NSIC Firms will be given preference as per Govt. of India guidelines.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e- Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- portal All future Information viz. corrigendum /addendum/ amendments etc for this Tender shall be posted on the e- Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The cost of Tender Document Rs. 5900/- (including taxes) shall, however, have to be deposited in the form of demand Draft payable at New Delhi at RailTel Office, RailTel Corporation of India Ltd. Delhi IT Park , Block-III, 6TH Floor, Shastri Park, New Delhi-110053

for more details see Chapter 2-A , item 6.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the Conduct or outcome of the bidding process.

(YPS Malik)
General Manager/Projects
For and on behalf of Executive Director,
Railtel Corporation of India Ltd., Northern Region

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Check List

SN	Have you submitted the following documents?	Submitted/ complied or Not	Page No / ref No. of Offer
1	Cost of tender document		
2	Downloaded tender document digitally signed.		
3	Compliance to tender conditions, specifications & drawing (clause 32 of Commercial Terms & Conditions)		
4	Earnest money amounting Rs 19,650/- as per 29.2 of Chapter 1II, Commercial Terms & Conditions.		
5	Compliance of Technical capability& Financial Capability (clause 1.2& 1.3, Chapter 1II,Commercial Terms & Conditions)		
6	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions. (Form 5)		
7	Cost breakup of price indicating Basic rate, GST, Transportation, Insurance etc. Chapter II.		
8	Compliance of Technical specification (ChapterV)		
9	Form 3, FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS		

Note: Non-submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.

Chapter I

OFFER LETTER

To,
RailTel Corporation of India
Ltd., Northern Region,
6th floor, Block-III,
Delhi IT Park, Shastri Park,
Delhi-110053

I/We_____have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **30 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender no. RailTel/Tender/NR/Unarmoured OFC/2018-19/21, Dated 30.03.19** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present contract.

2. A sum of **Rs. 19,650/- (Rupees Nineteen Thousand Six Hundred Fifty Only)** as on Account Payee Demand Draft No. ----- dt. -----issued by ----- is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR(S)

ADDRESS

- 1.
- 2.

Chapter II

SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)

Tender No. RailTel/Tender/NR/Unarmoured OFC/2018-19/21

Dated:30.03.19

SN	Description	Unit	Qty	Unit Rate (Rs.)All incl.	Total Amount (Rs.) All incl.
1	Supply of 6 Fiber unarmoured OFC (Confirming to ITUT G.652D).	Kms.	52.98	11523.62	610521.39
2	Supply of 24 Fiber unarmoured OFC (Confirming to ITUT G.652D).	Kms.	10.8	34404	371563.2
	Total estimated Cost				9,82,084.59
	Total (Round Off)				9,82,085

Amount in words: Rs Nine Lakh Eighty Two Thousand and Eighty Five Only.

Tenderer's offer.: " I/We hereby offer to do the work at following rates

In Figure	% Above/Below/At par the Schedule of rates
In Words	% Above/Below/At par the Schedule of rates

Note:- Above quoted rates are including all type of applicable taxes.

In case above/below/at par is not mentioned, it would be considered below.

1. The material should be supplied as per Technical Specifications given in Chapter V.
2. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight upto destination) including unloading at consignee premises and other levies, if any as per Annexure-A .
3. Total value quoted in words is treated as final.

Signature of the Tenderer

Annexure-A

Price Schedule for indigenous items

SN	Description (HSN Code)	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges)	Pkg.& Forwarding Charges		CGST/S GST		IGST		Freight& Insurance Charges		Other Charges and Levies	Price Per Unit (all inclusive) for delivery at destination (4+6+8+10+12+13)
				%	Amt	%	Amt	%	Amt	%	Amt		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Chapter - 2-A

E-tendering Instructions to E-bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to E-bidders', as enclosed in Chapter- I, Section II of the Tender Document.

Submission of E-bids only through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel

has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender E-bidding Methodology:

Sealed E-bid System - 'Single Stage – Single Envelope': In this, E-bidder has to submit both Technical and Financial E-bid in single envelope "ONLINE."

2. Broad outline of activities from E-bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Documents on ETS

> Query to RailTel (Optional)

> View response to queries posted by RailTel, as addenda.

7. E-bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS.
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To make use of the Electronic Tenderportal (Error! Hyperlink reference not valid.), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that

organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile

Helpdesk Executives 91-11-26241790 (**Multiple lines**)

E-mail ID : ets_support@tcil-india.com

(Mobile Nos for Emergency only): 9868393775, 9868393717, 9868393792

RailTel Contact-1 (for general Information)

RailTel's Contact Person /Designation

Kanchan Pangtey, Sr. Mgr./Project

Telephone/ Mobile 9717644131

E-mail ID kanchanmartolia@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact officer

YPS Malik, GM/Projects

Telephone/ Mobile: 9717644215

E-mail ID: yps@railtelindia.com

5. E-bid related Information for this Tender (Sealed E-bid)

The entire E-bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of E-bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Envelope (including Technical +Financial part)

The electronic envelope consists of Main E-bid and Electronic Form (both mandatory) and E-bid Annexures (Optional).

4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
5. (Optional) Online Submission of modification, substitution E-bids for technical or financial parts, or withdrawal E-bid.

NOTE: E-bidder must ensure that after following above, the status of E-bid submission must become "Complete" indicating successful submission of the online E-bid.

6. Offline Submissions:

The E-bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Delhi IT park, Block-III, 6th floor, New Delhi-110053. Before due date & time of submission of E-bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN

BEFORE' (due date & time).

a) EMD-E-bid Security in Original, in favour of Railtel Corporation of India, Payable at New Delhi. (with Tender No., Name of Firm & Mob. No. written on back side of DD)

b) DD/ Bankers cheque in original against payment of tender fee in favour of Railtel Corporation of India, Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)

c) In case E-bidder happens to be a NSIC E-bidder, the documentary evidence for same shall be submitted.

NOTE: The E-bidder has to upload the scanned copy of all above original documents as bid-Annexures during Online bid-Submission.

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. TSEC certificate, NSIC certificate and other documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted in RailTel Office before Tender opening date. E-bids without these off line submissions will be summarily rejected.

8. Special Note on Security of E-bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider',

Provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard E-bid Submission are outlined below:

As part of the Electronic Encrypter functionality, the contents of both the 'Electronic Forms' and the 'Main-E-bid' are securely encrypted using a Pass-Phrase created by the E-bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each E-bid-Part. This method of E-bid-encryption does not have the security and data-integrity related vulnerabilities, which are inherent in e-tendering systems, which use Public-Key of the specified officer of a Buyer organization for E-bid-encryption. E-bid-encryption in ETS is such that the E-bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the E-bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each E-bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the E-bid. Else Tender Opening Officer may authorize the E-bidder to open his E-bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the E-bidder shall make sure that the Pass-Phrase to decrypt the relevant E-bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of E-bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of E-bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a E-bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the E-bidder himself (during the TOE itself), salient points of the E-bids are simultaneously made available for downloading by all participating E-bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online E-bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the E-bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening

Event (TOE)' covering all-important activities of 'Online Tender Opening Event (TOE)'.

This is available to all participating E-bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a E-bidder's end, especially during 'critical events' such as - a short period before E-bid-submission deadline, during online public tender opening event, during e-auction, it is the E-bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the E-bidders face a problem during critical events, and this is brought to the notice of RailTel by the E-bidders in time, then RailTel will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories -Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for E-BIDDERS' must be assiduously

Adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission

deadline on ETS.

3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. E-bidder should ensure that **clicking the radio button for confirmation has downloaded official copy of tender document** else e-Procurement system will not permit the E-bidder to participate in the tendering process.
6. Submit your E-bids well in advance of tender submission deadline on ETS as there could be last minute problems due to Internet timeout, breakdown, etc.

12. Minimum Requirements at E-bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

13. Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

Venue:

RailTel Corporation of India Limited,
6th floor ,IIIrd Block,
Delhi IT Park, Shastri park,
Delhi-110053.

Vendors Training Charges: Rs. 5000/- (Per Participant) per training day plus GST as applicable.
Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

CHAPTER III

Commercial Terms & Conditions

1. Offer letter and Validity of Offer

1.1 The tenderer shall necessarily satisfy the eligibility conditions as listed below:

- i) Only OEM or Authorized dealers of OEM should participate. Authorized dealer has to submit the proof of same issued by OEM.
- ii) Bidder should enclose their credentials including supply of similar material to other government/PSUs/ Telecom Service Providers.
- iii) The GST registration is required to avail GST Credit; tenderer should be registered with GST department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer is summarily rejected.
- iv) The offer should remain valid for a period of 30 days from the date of opening.

1.2 Technical Criteria:

- a. The tenderer must have experience of execution of similar works. He should have completed at least one single similar work of a value not less than 35% of the estimated cost of tenders in the current and the last 3 financial years before the date of opening of this tender for Govt/PSUs/Reputed Telcom service providers. Documentary evidence for the completion of such experience with satisfactory performance must be furnished along with the offer.
- b. Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria.
- c The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered.

1.3 Financial Criteria

- a. The tenderer should have received total contract amount of 150% of the estimated cost of tender in the last three financial year (i.e 2015-16, 2016-17 & 2017-18) and current year up to the date of opening of tender.
- b. The tenderer should produce the Audited Profit/Loss account and Balance Sheet for the last 3 financial year (i.e 2015-16, 2016-17 & 2017-18) and current year.

1.4 System of verification of Tenderer's credentials:

- 1.4.a Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of

the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

- 1.4.b 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.
- 1.4.c “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form- 3. Non-submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”
- 1.4.d 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 not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel the reunder.
- 1.4.e 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 5 (five) years.

2. Warranty

- 2.1 The materials are to be warranted for **30 months** from date of delivery. The bidder shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture 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 contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- 2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later, if any defect is not remedied within a reasonable time, the Purchaser may proceed accordingly at the contractor's risk and expenses, but without prejudice to any rights which the Purchaser may have against the contractor in respect of such defects.
- 2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

3. Delivery of material:

The Materials should be supplied within 60 **days** of issue of "Purchase Order" and should be delivered to the consignees as per Purchase Order.

3.1 Terms of delivery:

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- b) Tenderer shall submit the offer clearly on CIP (Carriage and Insurance Paid) destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

4. PaymentTerms

90 % of the value of the order on receipt of materials at site duly inspected and accompanied with the following documents:

- Tax Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier
- Insurance Certificate
- Certificate for Fall Back clause
- Contractor's Certificate of dispatch
- Performance bank guarantee as per clause no.5.1
- On receipt of materials at site with ERP generated GRN No.

Balance 10% value of the PO, after full supply at site.

5. Performance Bank Guarantee (PBG)

- 5.1 The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA

may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 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.

- 5.2** “A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel’s bank through SFMS (Structured Financial Messaging System) and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel’s bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advise of BG through SFMS to the RailTel’s bank.”
- 5.3** The PBG should be valid for four months beyond the warranty period. On expiry of the warranty period and issue of the certificate of final acceptance of the entire system, the Performance Guarantee will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

6. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

- 6.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.2. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.3. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.4. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 6.5. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 6.6. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 6.7. In regards to works contract, the tenderer should have registration no. for GST in

respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

6.8. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.9. In case of imported equipment:-

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

7. Liquidated Damages

The timely delivery is the essence of this project, Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of **10 % of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

8. Transportation

The rates quoted should be F.O.R. destination. (Free on Board destination).

9. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

10. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable. The rates quoted by the bidders shall be compared/evaluated as a whole and the Purchase order shall be placed on lowest bidder for a whole. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 7 days of issue of Purchase Order, gives his acceptance.

11. Purchaser's Right to Vary Quantities

The Purchaser reserves the right to **increase or decrease by upto 25 %** of the quantity of

goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

12. Splitting of Quantity

13. DELETED

14. Purchaser's Right to accept any Bid and to reject any or all Bids

The purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

15. Issue of Advance Purchase Order -Deleted

16. Issue of Purchase Order and Award of contract – Please see Clause 10.

17. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 5 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

18. Earnest Money Deposit (EMD)

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalized / Scheduled bank in India in favour of "RailTel Corporation of India Ltd. payable at New Delhi." EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with clause 5 and 10.

17.1 Tenders under noted categories of tenderers need not deposit Earnest money :-

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.

i. 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.

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

17.3 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 **clause5**.

17.4 Tenders not accompanied by Earnest money shall be summarily rejected.

19. BID PRICES, Taxes & Duties

The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the tender as per schedule given in Chapter II. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be quoted separately.

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

20. Clause wise Compliance

Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses.

21. Provenness of the material/equipment supplied:

In order to enable the Purchaser to assess the provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

22. Training -Deleted.

23. Inspection

22.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's/RDSO (as applicable). The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

22.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.

22.3 In case material fails during inspection, the same shall be replaced, free of cost, by 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.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

24. Force Majeure

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

25. Settlement of Disputes

For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier and RailTel 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. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. Governing Laws

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

27. Termination for Default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this order/contract in whole or in part.

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the order/contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser.

In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the order/contract to the extent not terminated.

28. Termination for Insolvency

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

29. Deleted

30. Submission of Tender Bid (Single Packet System): This e-tender should be duly submitted online using the e-procurement portal <https://www.tcil-india-electronictender.com>.

29.1 a. The rates quoted should be written both in words & figures. The unit of rates should be in metric system & as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between the 'Electronic Form' and the 'Main Bid file' the text and amounts etc. of the Electronic Form will prevail, as this is the information shared transparently with all participating bidders during Online Public Tender Opening Event on ETS.

29.1 b. Tenderers are requested to go through the Commercial Terms & Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

29.2 Earnest Money Deposit (EMD) equal to **Rs. 19,650/- (Rupees Nineteen Thousand Six**

Hundred Fifty Only) in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at New Delhi, should be enclosed with the tender bid. The personal seal of the bidder should seal the envelope containing the bid. **Each and every page of the bid should be numbered and signed by authorized representative of the firm.** Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

- 29.3 The Tender document issued by RailTel should be signed on each page along with stamp of the company/Firm and should be submitted along with bid.
- 29.4 The envelope shall bear **name of the supply, the tender no. and the words “DONOT OPEN BEFORE”** (due date).
- 29.5 Offline documents should be delivered to the above address so as to reach up to **15:00 hours** of **08.05.2019** The bids shall be opened at **15:30** hours on the same day in the above office in the presence of those representative of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday, the same shall be done on the next working day at the same time.

30. UNIT PRICES

- 30.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, charging for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunt charges, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.
- 30.2 The prices shall include all taxes, duties, Royalty and levies applicable on this contract. Therefore, the bidder should quote their price taking into account the rate of GST/IGST/CGST/SGST or any other tax leviable on contract. The breakup of price of each item of SOR in terms of basic Unit price, GST/IGST/CGST/SGST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 30.3 The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, custom handling, cost of storage in custom and other locations during execution of work, loading-unloading and handling of materials and road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 30.4 The price to be quoted by the tenderers should take into account the credit availed on inputs credit under the GST law. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to

the purchaser in the price quoted by him. The bidder in this regard shall submit the details of breakup of GST and other Tax and Surcharge & Cess on these, so that RailTel can avail the input GST credit benefit. The firm will furnish documentary evidence of such duties/taxes paid, to enable the purchaser to avail GST credit.

- 30.5 The prices quoted in the contract shall be inclusive of all taxes i.e. custom duty, GST levied by any statutory authority, or any other tax. The tenderer will indicate the details of taxes included in the unit price. Offer received without specific details/ breakup of various taxes included in the unit prices are liable to be summarily rejected.

The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.

- 30.6 All taxes, duties and levies arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule. Arrangement for all permits/licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the contractor will have to make his own arrangements. RailTel shall facilitate by way of authorization /request letters whenever needed. Import license of RailTel can be used for materials procured under high seasale.

31. Fall Back Clause:

The order/contract, if and when placed, will be subject to following **Fall Back Clause:-**

- 31.1 The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.
- 31.2 The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 31.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of tender shall, as far as possible, be applicable or recover the loss.
- 31.4 **The Contractor shall furnish the following certificate to the concerned Account Officer along with each bill for payment of supplies made against the order/contract:**

“I/We certify that there has been no reduction in sale price of the stores of description

identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person /organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Northern Region, under the contract.”

32 COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 32.1 The tenderer shall indicate clause by clause for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma (see Form 5), indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and General Conditions of Contract, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see form 5).
- 32.2 The tenderer should serially number all the pages of the bid. The tenderer should provide information about the compliance of various clauses /sub clauses/ paragraphs (when tenderer plans to give separate compliance of each paragraph or sub clause) of the tender document as per following table:

S.N.	Clause no. with chapter	First few words of clause / sub clause / paragraph	Compliance status	Reference of clause /page no. of supporting document (this page no. shall correspond to the serial numbering of the bid)	Remarks if any

The table given above, duly filled in all respects, must be submitted along with offer.

In case of “NIL” deviation also, the information must be submitted in Form-5 Chapter 6 Section I.

- 32.3 Firms should give as proof of work experience {Form (4) and Form (3)}. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.
- 32.4 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.

- 32.5 “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-3. Non-submission of an affidavit 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.”
- 32.6 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 not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.
- 32.7 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 5 (five) years.

Chapter IV

Form-1

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, registered & regional office at 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053. (Hereinafter called “the RailTel”) having agreed to exempt (M/s. Party Name and Address)..... (herein after called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.(LOA/PO No.) Dated.....(LOA/PO date) made between and..... for (Name of Work/Supply) (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,.....(Bank Name and Address)) 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 PO/Agreement.

2. We, Bank (Bank Name 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 PO/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 (Bank Name 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 (Bank Name 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 PO/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, (Bank Name 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 affect of so relieving us.

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

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel inwriting.

8. Notwithstanding anything containedherein,

Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)

This Bank Guarantee shall be valid upto and

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 ofguarantee)

Datedthe dayof 2019

for

(Indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

QUALIFYING CRITERIA

USER's CERTIFICATE

Name of the Firm:

Contract No. & date:

Scope of Work:

Contract Amount (in Indian Rupees):

Completion Period as per contract:

Date of Commencement:

Actual date of Successful Completion:

Dated:

Name:

Designation:

Signature of the User with
Company Seal

**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 _____ (hereafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (-----RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing the document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the Tender Document. In case of discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the 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.

QUALIFICATION EXPERIENCE

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

S.no.	Name of	Party's	Total	Year of	Year of	Remarks
	Project and description of work.	Address of whom the work was done	value of contract (in Indian Rupees)	completion and schedule period of execution (in	completion and actual period of execution months)	(in months)

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

Signature and Seal of the
Manufacturer/ contractor

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from requirements of the conditions of Contract

Commercial Terms & Conditions (Chapter -III)

Clause (Including Justification)	Deviation	Remarks
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2. The following are the particulars of deviations from requirements of the Technical specifications (Chapter -V)

Chapter (Including Justification)	Clause	Deviation	Remarks
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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

Chapter V

TECHNICAL SPECIFICATIONS FOR 6 FIBER/24 FIBER UNARMoured OFC

- 6 Fiber/24 Fiber Unarmoured OFC should be conforming to ITUT G.652 D.

END OF THE DOCUMENT