



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

**LIMITED TENDER DOCUMENT**

**FOR**

**“AMC of E-Invoice & E-way bill, B2C invoicing support,  
Book of Sanctions, GeM Integration Applications FOR RAILTEL”**

**(Single Packet System)**

**RailTel/Tender/LT/CO/IT/2025-26/ERP/01**  
**Dated- 08.07.2025**

**रेलटेल**  
**RAILTEL**

**RailTel/Tender/LT/CO/IT/2025-26/ERP/01**

Dated: 08.07.2025

**Bid Data Sheet****LIMITED TENDER NOTICE****Limited Tender Notice No. RailTel/Tender/LT/CO/IT/2025-26/ERP/01 Dated 08.07.2025**

RailTel Corporation of India Ltd. (RailTel) invites Limited Tenders (single packet) for  
**“AMC of E-Invoice & E-way bill, B2C invoicing support, Book of Sanctions, GeM Integration  
 FOR RAILTEL”**

The details are as under: -

a)	<b>Last Date and Time of Submission of offer</b>	<b>Up to 15:00 hrs of 21-07-2025</b>
b)	<b>Time of opening of Special Limited Tender</b>	<b>15:30 hrs of 21-07-2025</b>
c)	<b>Validity of offer</b>	<b>60 days</b>
e)	<b>Earnest Money (EMD):</b>	<b>Rs.27,966 /- (Rupees Twenty Seven Thousand Nine Hundred Sixty Six Only).</b>
g)	EMD fee is required to be deposited through demand draft in favour of RailTel Corporation of India Limited or through online transfer in RailTel's Bank account as under: Bank Name- Union Bank of India Branch- YUSUF SARAI, DELHI A/C Number - 340601010050446 Account Type- Current Account IFSC Code -UBIN0534064	
h)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer should be submitted offline on or before due date.	

**Abhishek Mishra**  
**Sr. DGM/IT**  
**For & on behalf of**  
**RailTel Corporation of India Ltd.**

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://railtel.enivida.com> For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome

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**CHAPTER-1  
OFFER LETTER**

RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar,  
New Delhi-110023

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply CMMI appraisal services at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” within delivery time line 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 services according to the Specifications by RailTel.
2. A sum of Rs ..... through online transfer or DD is submitted 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 issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

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## CHAPTER-2

## SCHEDULE OF REQUIREMENT (SOR)

SN	Item Description	Monthly Cost in INR	Annually Cost in INR	Tax	Total Cost inclusive of Tax
1	Support, Maintenance, Enhancement as per scope of work (Chapter-3)				

**Note:**

- 1.1 Unit rate quoted against SOR above should be FOR destination inclusive of Air travel, intercity transportation, lodging conveyance, all taxes etc.
- 1.2 This rate is inclusive of the cost of all the supporting manpower required by bidder to make the total delivery of services as per the Chapter-3 Scope of work.

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### CHAPTER-3 SCOPE OF WORK

RailTel Corporation of India Ltd seeks support, maintenance, and enhancement service for following applications:

1. E-Invoice and e-waybill application (Railtel, Railwire and Unibrain) Support
2. B2C invoicing Support
3. Railtel Book of Sanctions Application Support
4. GeM integration Support

For the E-Invoice and e-waybill application, scope includes ensuring the system's compliance with statutory changes, providing post-implementation support, new enhancements and addressing user feedback. Regular updates, performance optimization, and user training will be conducted to maintain system efficiency.

For the B2C Invoicing module, the scope includes maintaining the existing functionalities, providing technical support, and implementing new enhancements as well as updates as needed to comply with regulatory changes. Ongoing support will ensure system reliability and adaptability.

For the Railtel Book of Sanctions Application, the scope includes maintaining the application, ensuring data accuracy, and providing new enhancements and regular updates. Tools will be optimized based on user feedback, and ongoing support will ensure seamless operation.

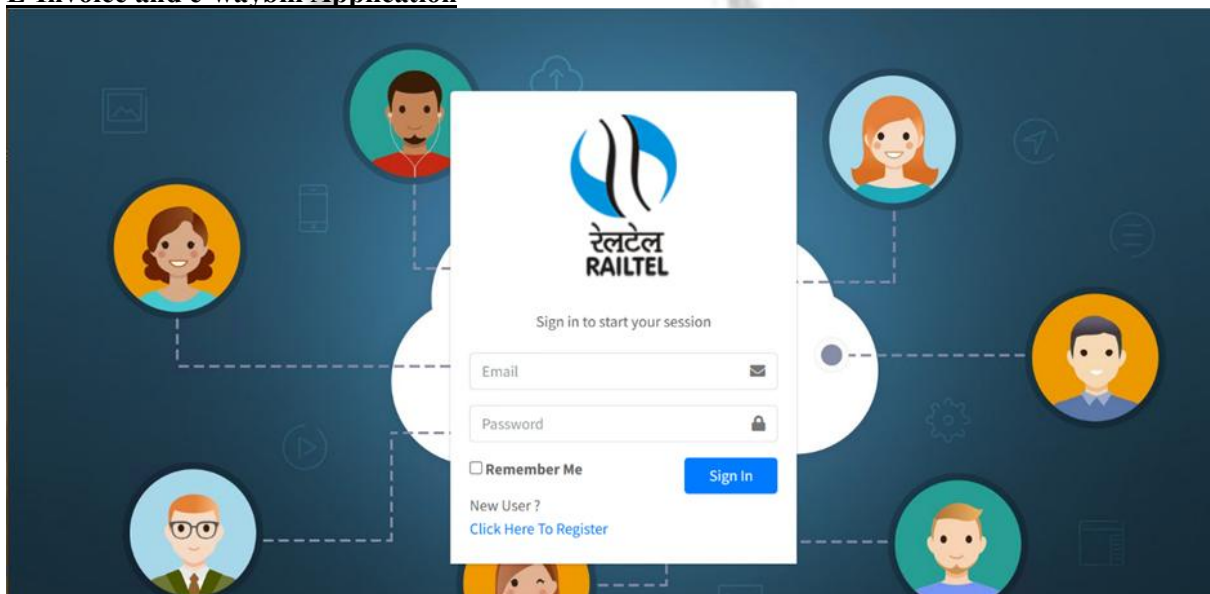
For GeM (Government e-Marketplace) Integration with ERP, the scope includes ensuring the system's compliance with statutory changes, providing support to the existing application, new enhancements and addressing user feedback. Regular updates, performance optimization, and user training will be conducted to maintain system efficiency.

The technologies required to develop and support the aforementioned applications (not limited to) are as follows:

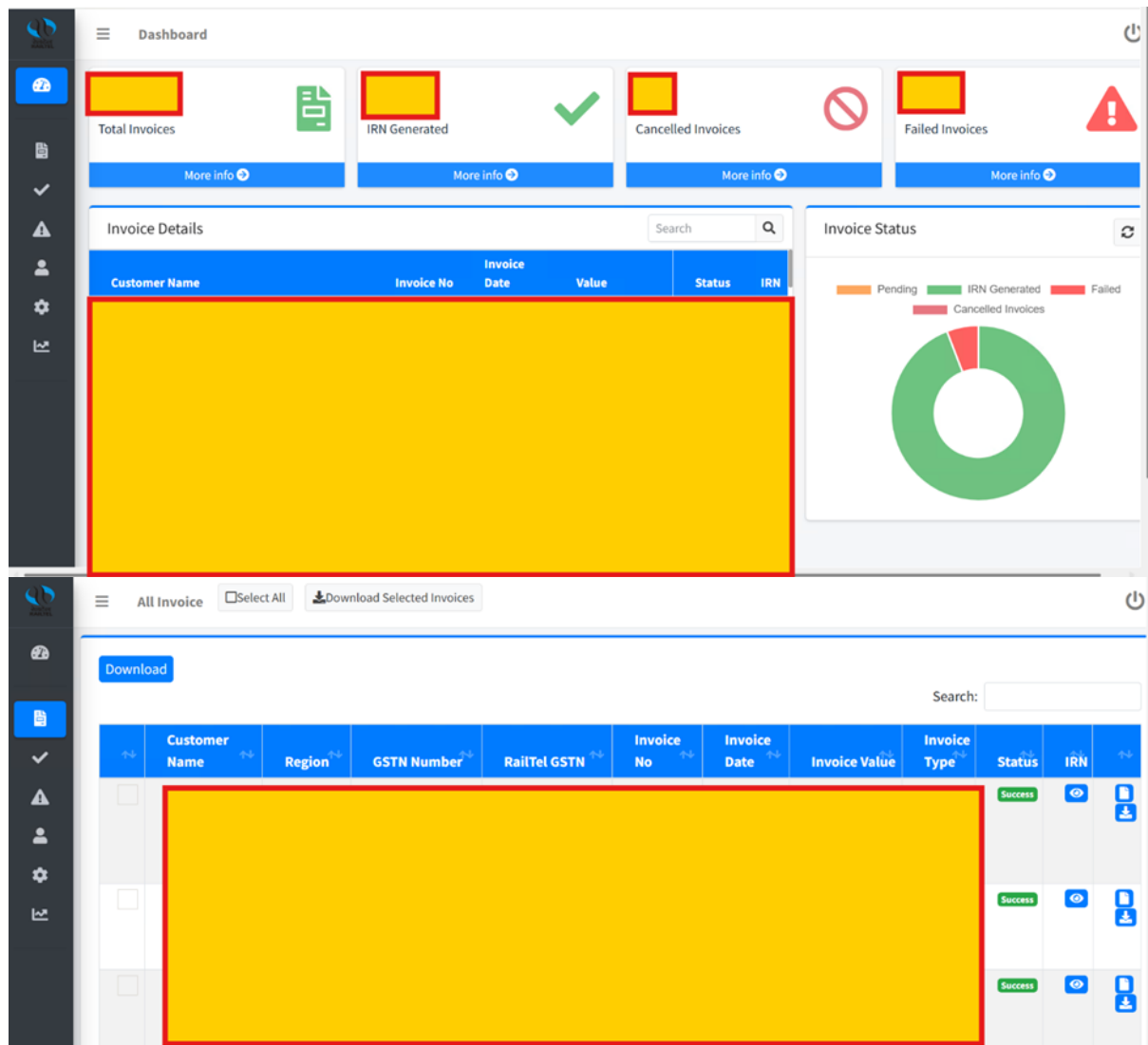
*Java (Spring Boot, Spring MVC), React, Rest APIs, PHP, MSSQL, Oracle, PostgreSQL, any other associated technologies (frontend, middleware and backend) and any other associated custom frameworks not mentioned above.*

Sample screenshots of the applications are mentioned below:

#### **E-Invoice and e-waybill Application**

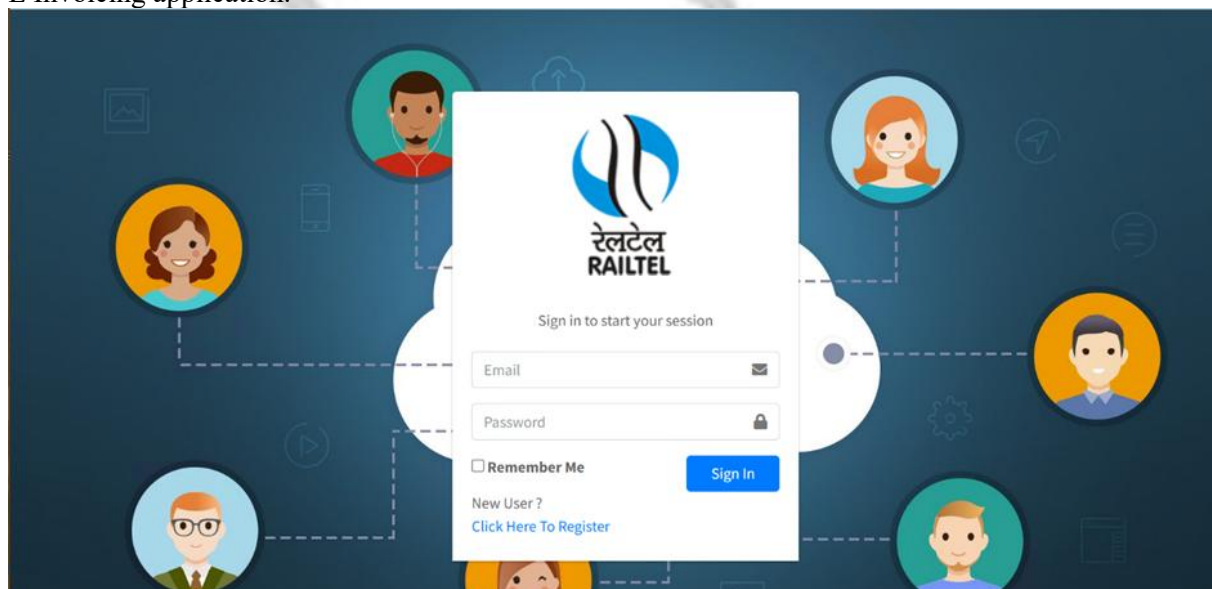


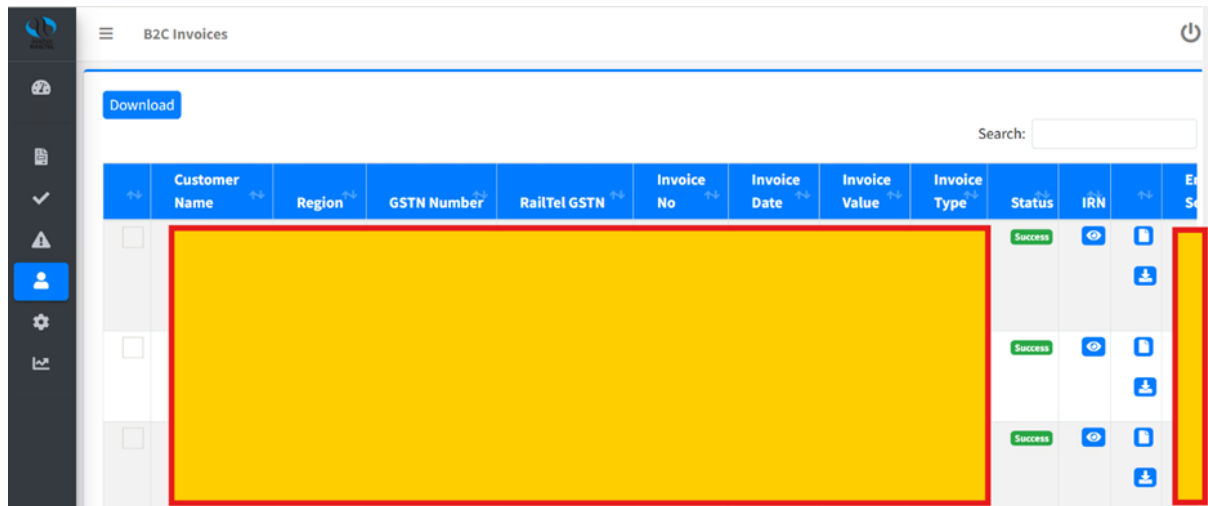




### **B2C Invoicing**

User Interface is similar to E-Invoice Application while integrations and data sets are different than the E Invoicing application.

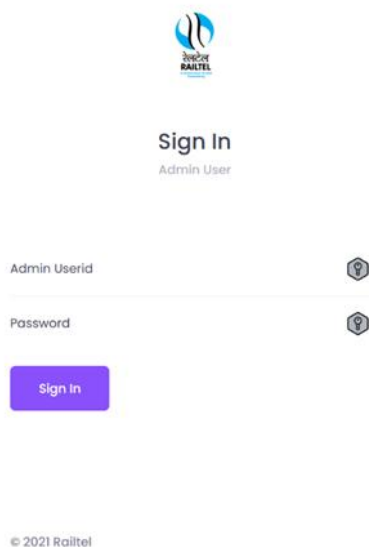





	Customer Name	Region	GSTN Number	RailTel GSTN	Invoice No	Invoice Date	Invoice Value	Invoice Type	Status	IRN	
									Success		
									Success		
									Success		

### RailTel Book of Sanctions

User Interface is developed in PHP and associated technologies (frontend, middleware, backend) and frameworks.





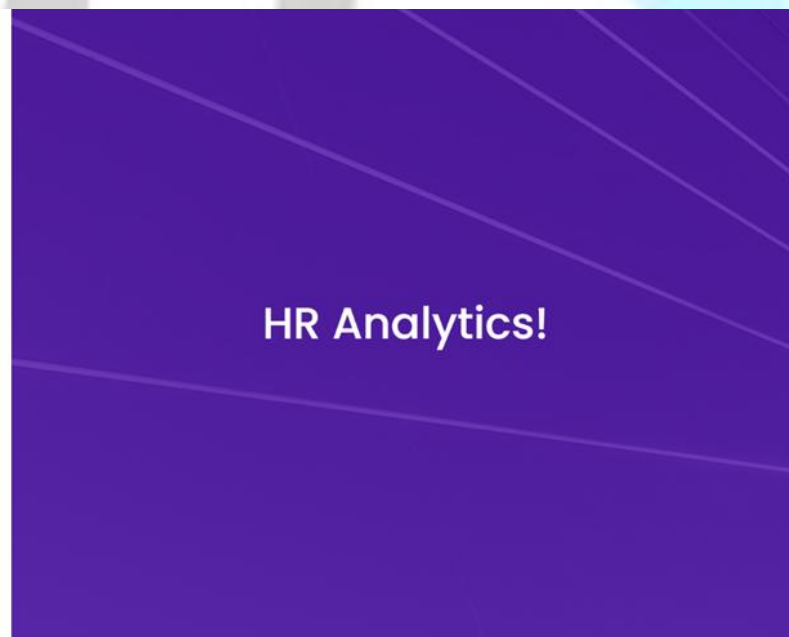
**Sign In**  
Admin User

Admin Userid

Password

**Sign In**

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### GeM Integration

There is no frontend in GeM application. It is a scheduled application with API based integration.

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## CHAPTER-4

### SPECIAL TERMS & CONDITIONS

1. The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents.
2. The offer should remain valid for a period of 60 days from the date of opening.
3. The bidder should be a Proprietary/ Partnership firm, LLP or a Private Limited Company registered in India with an established and running setup in India. Supporting legal documents such as certificate of registration, partnership deed, MOA etc to be submitted along with the Bid.
4. The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.
5. The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.
6. Nil Deviation Certificate as per Form No. 3 of Chapter 5 is required to be submitted.
7. **Delivery Period**  
  
The selected firm will have to provide AMC services for **12 months** from the date of confirmed LOA/PO issued to vendor. AMC would have to be valid for period of 1 years. This period of 1 year may be extended further based on mutual consent of RailTel and Bidder/OEM.
8. **Bill passing & Paying Authority:**  
  
Bill passing authority is Sr.DGM/IT/CO and Bill paying authority is executive nominated by CO/Finance.
9. **Payment Terms & Milestones:**  
  
Payments for the support, maintenance, and enhancement services shall be made to the selected firm on a monthly basis, subject to the following conditions:
  - The firm shall submit a Tax Invoice (GST compliant) at the end of each month, duly signed and certified, confirming that the maintenance and support services have been rendered for the said period in accordance with the contract.
  - The invoice shall be accompanied by all required documentation , including a monthly service report or certification confirming that the services under the AMC have been performed in accordance with the contract for the billing period.
  - RailTel reserves the right to make any deductions or recoveries from the invoice amount as per the terms of the contract, including penalties or adjustments for non-performance, delays, or other contractual obligations.
  - Payment will be processed only upon satisfactory verification of services rendered on a certificate duly furnished by concerned RailTel executive representative of the Executive Directors of the Corporate Office
10. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

**11. Security Deposit/Performance Bank Guarantee (PBG):**

- 11.1. The tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of APO/Sub Purchase Order, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of APO/SPO, from any scheduled bank for due fulfilment of contract.
- 11.2. The claim validity period shall be 1 year after PBG validity for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations under the contract.
- 11.3. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.
- 11.4. Any performance security up to a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.
- 11.5. **No Interest on Earnest Money and Performance Security:**  
No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage.
- 11.6. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 11.7. Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately

**12. Taxes & Duties:**

- 12.1. TDS will be deducted from the payments to the Consultant as per applicable laws (if any). In lieu of that certificate will be provided by RailTel to the Consultant.
- 12.2. Bidder should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

**13. Liquidated Damages:**

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

**14. Statutory authority obligations, notices, fees & charges**

- 14.1.** The Consultant shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or bye-law of any relevant authority which has any jurisdiction with regard to the assignment.
- 14.2.** The Consultant would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

**15. Confidentiality cum Non-disclosure**

13.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

13.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure;
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

13.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

13.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

13.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

**16. Indemnity**

14.1. The bidder agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees

and disbursements) and expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by consultant or
- b) The failure by the consultant to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by consultant pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by consultant pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party’s trade secrets under the laws of India (collectively, “Infringement Claims”); or
- c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the consultant or
- d) Claim filed by a workman or employee engaged by the consultant for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

14.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

14.3 Bidder has to submit an Indemnity Bond as per Form no. 2 of Chapter- 5.

## **17. Intellectual Property Rights**

15.1. Each party i.e. RailTel and consultant, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

15.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

## **18. Severability**

In the event any provision of this Limited Tender and subsequent contract with consultant is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.



**19. Statutory Compliance**

17.1. During the tenure of this Contract nothing shall be done by consultant in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

**20. Statutory Deduction:**

These will be made at source at the time of making payment as per the prevalent rules.

**21. Purchaser's Right to Accept or Reject Bid:**

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

**22. Clause wise Compliance**

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer.

**23. FORCE MAJEURE**

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling 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.
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

**24. SETTLEMENT OF DISPUTES:**

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.

**25. Earnest Money Deposit (EMD)/ Bid Security:**

- 25.1. The bidder shall furnish a sum as given in above Tender Notice as Earnest Money needs to be submitted through online transfer to RailTel Bank account. Proof of online transfer like UTR number is required to be submitted along with Bid documents.
- 25.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 25.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 25.4. Earnest Money of the unsuccessful bidder shall be returned after finalization of contract and award of contract to the successful tenderer after conclusion of Contract.
- 25.5. The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 10.
- 25.6. Earnest Money will bear no interest

**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. Preference to Make in India:**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

**28. TERMINATION FOR DEFAULT**

- 28.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this 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 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.
- 28.2. In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 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 contract to the extent not terminated.

**29. TERMINATION FOR INSOLVENCY**

The purchaser may at any time terminate the 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 any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.



**30. Bid Submission and Opening Date:**

- 30.1.** EMD should be Submitted through online transfer to RailTel Bank account. Bids without EMD and cost of tender document will be summarily rejected.
- 30.2.** This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.
- a. The offer shall be submitted in One packet on eNivida Portal.
  - b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
  - c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped by the tenderer in each page.
  - d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and 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.
  - e. Tenderers are requested to go through all the conditions of the tender document 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).
- 30.3.** ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

**31. Evaluation of Offer:**

For the purpose of relative ranking of offers, all inclusive value for services to be rendered will be considered and selection will be done on L-1 basis.

**32. Constitution of Firm and power of Attorney**

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

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

**32.3.** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the PO

**32.4.** In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

**32.5.** The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA. Format for Power of Attorney is placed at Form No. 5 of Chapter 5.

**33. AMC services :**

**If the contractor fails to deliver the services assigned for the duration, the following penalties will be imposed:**

Equipment	Duration of repair	Deduction/Penalties
Disruption of Any Software or Support	More than 1 days and up to 7 days	2% of the cost of service
	More than 7 days and up to 15 days	10% of the cost of service
	More than 16 days and up to 30 days	25% of the cost of service
	More than 30 days	100% of the cost of service

**34. For Micro and Small Enterprises (MSEs)**

34.1 RailTel is registered with m1xchange TReDS Platform having Buyer registration Number “BUYER00001496”. The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/Vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

34.2 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be born by MSE Vendor.

34.3 MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, Claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer’s breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

34.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendors) invoices.

### 35. Variation in Quantities

35.1 Upto maximum extent of +/- 50% subject to following condition

- i. Upto +25% with no rebate.
- ii. From +25% to +40% with 2% rebate
- iii. From +40% to +50% with 4% rebate

35.2.1 For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

**Note:** The acceptance of all the above clauses is mandatory. Any deviation / non acceptance may lead to rejection of the bid.

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## CHAPTER-5

### GENERAL TERMS & CONDITIONS

1. Price basis for bidding should be the delivery of services at RailTel Corporate Office in Delhi.
2. The Cost quoted should be inclusive of the entire out of pocket expenses like local travel. The successful bidder shall not be paid any other additional charges in terms of extended man days/ ATM training/any other royalty fees to be paid to CMMI Institute for mile stone completion.
3. The price quoted should be inclusive of all expenses like Air travel, intercity transportation, lodging conveyance etc.
4. The rates should be quoted in Indian Rupees. All prices shall be fixed and shall not be subject to any escalation what so ever.
5. RailTel reserve the right to cancel the entire tender process without assigning any reason.

#### 6. Work Space and administrative requirements

The key persons identified by the selected Consultant for the programme should carry out their activities from RailTel's Office located at Delhi/NCR or from any other suitable location as provided by RailTel. The Consultant may indicate their administrative requirements (entry pass & sitting arrangement) to RailTel well in advance. No charges would be applicable to the Consultant for the same. Computers / laptops, Internet dongle, other IT devices & accessories etc. for human resources deputed shall be arranged by the selected agency / bidder on its own.

#### 7. Substitution of Program Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of RailTel and by providing the replacement staff of the same level of qualifications and competence. If RailTel is not satisfied with the substitution, RailTel reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by RailTel to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, RailTel reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by RailTel) during the course of assignment pursuant to this RFP.

#### 8. No Employer Employee Relationship

The selected Consultant or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with RailTel or any of its employees / officers / staff / representatives / personnel / agents.

#### 9. Sub Contracts

Neither the contract nor any rights granted under the contract with RailTel can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Consultant without advance written consent of RailTel. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel



to perform any of the work, service or other performance required of the selected Bidder under the contract. Formation of consortium or association of consultant agency is not allowed and such proposals will be disqualified at the evaluation stage itself.

#### **10. Adherence to Standards**

The selected Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. RailTel reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Consultant. RailTel reserves the right to ascertain information from other institutions to which the Consultants have rendered their services for execution of similar programs.

#### **11. Conflict of interest**

The Consultant shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to RailTel all actual and potential conflicts of interest that exist, arise or may arise

#### **12. Corrupt and Fraudulent practices**

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and

b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of RailTel and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive RailTel of the benefits of free and open competition. RailTel reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question. RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per RailTel's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing contract.

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FORM NO. 1

**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**  
(On Stamp Paper of Rs one hundred)

**(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ....(Rs ..... only). We ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, ..... Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs .....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the



powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

***Dated the***                      ***day of***                      ***2024***

for .....  
(indicate the name of the Bank)

Witness

1.      Signature

Name

2.      Signature

Name



**Form No. 2****INDEMNITY BOND**

THIS BOND OF INDEMNITY IS MADE ..... on this ..... day of ... 2025

BY

M/s. ....(name of the party), a company registered under the law and regulations of

...Country Name), having its registered office at \_\_\_\_\_ (hereinafter called "the bidder"), while representing on behalf of M/s \_\_\_\_\_, a company registered under the law and regulations of \_\_\_\_\_ having its registered office at \_\_\_\_\_, acting through Shri ... (authorized representative in India), of the ONE PART.

**IN FAVOUR OF**

RailTel Corporation of India limited, CIN: U64202DL2000GOI107905, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its registered & Corporate at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (hereinafter called "the RailTel") of the OTHER PART.

WHEREAS the bidder have participated in a tender no. \_\_\_\_\_, floated by RailTel, and have submitted its bid on \_.

AND WHEREAS it is agreed by the the bidder is that in case the bidder successful in the said tender and APO/LOA/SPO is issued by RailTel then this Indemnity Bond will become effective from the date of award of tender on the terms and conditions stated here-in-below:

The bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.

1. The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty etc. was also submitted in its price bid as stipulated in clause no. 6.11 of Chapter-6 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel.
2. Subsequent to the Import, if any penalty will be imposed by the Tax Authority on RailTel due to wrong declaration/ evasion of tax by using wrong HS code/ incorrect price break-up declaration by the bidder then the bidder shall fully indemnify and save RailTel harmless from and against any and all loss/damages so incurred/ arising out of or with the or with respect to incorrectly informed HS code or wrong declaration in Bill of Entry or incorrect /wrong declaration of Price breakup of indicating all taxes of unit rates against various items of schedule of requirement and associated Bill of material.

The bidder shall undertake to complete all the formalities on behalf of RailTel as may be required as per Custom Act, Foreign Trade Policy and other applicable laws, and shall keep RailTel indemnified against all the cost/ penalties/ losses so incurred due to non- compliances with said formalities. If any penalties/ fines will be imposed by the appropriate authority on RailTel due to any irregularities or non-compliances/ wrong declarations or offences committed under custom rules and regulations and other allied laws, shall be borne by the bidder.

3. RailTel shall be kept indemnified by the bidder against all actions taken by the Govt. or any other agency/ authority for the aforesaid acts of commission and omission.
4. RailTel shall be free to deduct any liability so incurred due to any wrongful act/ application done/ made by the bidder at the time of custom clearance, from any of the outstanding amount which is due for payment or any performance bank guarantee available with RailTel against the subject contract or any other ongoing contract.

IN WITNESS WHEREOF, the bidder have here unto set its hands on the day and year first hereinabove written.

Signature  
(Bidder)

WITNESSES

1  
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**Form No. 3**

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

To,  
 Executive  
 Director/RB,  
 RailTel Corporation of  
 India Ltd. New Delhi-  
 110023

Dear  
 Sir,

Sub: NIL Deviation Compliance for Tender no..... Dt .....

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

**Form No. 4**

**PROFORMA FOR THE ANNUAL MAINTENANCE SUPPORT  
(To be signed by the Bidder)**

To

RailTel Corporation of  
India Limited, New Delhi.

I / We .....  
hereby confirm that we have read specifications & tender  
conditions of RailTel Tender No.

.....and accept that the requirement of Annual  
Maintenance Support as per tender shall be met **by us directly or through  
our subsidiary in India** as per rates quoted in the Price Bid. I / We  
shall provide services as per terms and conditions pertaining to Long  
Term Maintenance Support of tender document.

(Signature of Firm's Authorized Officer) Seal

**Signature of witness:**

1. ....

2. ....

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**FORM No.: 5**

**Format for Power of Attorney**

**POWER OF ATTORNEY**

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our tender for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the tender response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



## Chapter 6

### CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted (Yes/No)
1	Offer letter, Chapter-1	
2	Power of Attorney with Board Resolution, Form No. 5, Chapter-5	
3	Proforma for the Annual Maintenance Support, Form No. 4, Chapter-5	
4	Tender document and Corrigenda duly signed.	
5	Earnest Money Deposit (EMD): through E-Nivida Portal as per bid data sheet.	
6	Nil deviation certificate, Form No. 3, Chapter-5	
7	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.	
8	Indemnity Bond, Form No. 2, Chapter-5	

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

END OF TENDER DOCUMENT

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