

Additional Terms & Conditions for procurement of 250 KVA & 100KVA Generator (Diesel)

Ref: GeM Bid No. ----- dated: -----

Information to Bidder for the “Supply, installation, Testing & Commissioning of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road, New Delhi”.

1.0 Name of work:

Supply, installation, Testing & Commissioning of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road, New Delhi.

2.0 Scope of work:

The item/items in this bid should be quoted as per the technical specifications:

- i) The bidder should be either an OEM or his authorized dealer/distributor.
- ii) In the case of the authorized distributor/partner certificate from the OEM this effect should be submitted. The firm shall submit MAF as per FORM-VI.
- iii) If the OEM is quoting, then OEM should submit the certificate.
- iv) Bidders are required to submit duly filled and signed technical compliance of the **Diesel Generator Sets** offered in Annexure-I, failing which the bids may be rejected.
- v) The bidder shall upload the compliance of this ATC along with GEM Bid.

3.0 Diesel Generator Sets offered shall have complete data sheets and detailed descriptions on OEM web sites. Bidder shall submit the detailed BOM of the **Diesel Generator Sets** offered duly verified and certified by the respective OEM.

4.0 GST registration certificate of vendor should be provided from where goods will be supplied.

5.0 Tender Cost: NIL

6.0 Estimated cost of the Tender is **Rs.30,77,602/- (Tax inclusive)**.

7.0 Earnest Money Deposit (EMD): Earnest Money Deposit (EMD):

- (a) A sum of **Rs. 62,000/-** for respective tendered section should be deposited as in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi or Online Transfer in RailTel Bank A/c as per detail given below:

Name of Bank: **Union Bank of India.**

Name of the Account Holder: **RailTel Corporation of India Limited**

Account Number: **307801010917906**

IFSC: **UBIN0530786**

Branch/ MICR Code: **Connaught Place/110026006**

Branch: 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001

- (b) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel

Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before the date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money Deposit will be summarily rejected.

(c) The EMD shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- a. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- b. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

Note: 1) In case the tenderer falls in this category, the bidder should furnish a certified copy of its valid registration details.

2) The tenderer shall submit notarized bid security declaration on non-judicial stamp paper of Rs.100/- as per Annexure-X on GeM portal failing which bid shall be summarily rejected.

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

(i) They are exempted from depositing Earnest money.

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

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

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

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

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

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

(j) This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” or latest issued by MoSME.” The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

8.0 Eligibility/Evaluation/Qualification Criteria:

8.1 QUALIFYING CRITERIA

8.1.1 General:

8.1.2 Qualifying criteria under this Para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project.

8.1.2.1 The tenderer should submit details of experience of similar works in the projects executed.

8.1.2.2 The tenderer/s must submit, along with his/their tender, certificates from the original user for whom the project was undertaken, certifying the date of award of contract, date of completion, date of commissioning and the present working status of the system so established and contractual payments received till the date of submission of the tender. The tenderer shall submit these certificates for the projects that they/he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in the original or their true copies duly signed by the tenderer.

8.1.2.3 Bidder should be OEM/or authorized by OEM who should be engaged in production of **Diesel Generators Set** for at least last five years with presence in Delhi & UP. In case the bidder being the sole authorized partner, they should submit the Manufacturer Authorization Certificate (MAC) issued by OEM specifically authorizing the bidder for participating in this tender by mentioning the tender number.

8.1.2.4 OEM must have either own or through Service Provider full-fledged Service Support facilities like tools and spares, along with trained manpower in Delhi & UP and capable of giving maintenance service for all the 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the OEM/Authorized Partner support Centre on a toll-free number/webmail.

8.2 Technical Capability and meaning of similar single work:

The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have executed projects for supply of the same or similar category Products during preceding 03 (three) financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single Order of at least 35% of estimated bid value; or
- (ii) Two Orders of at least 20% each of estimated bid value; or
- (iii) Three Orders of at least 15% each of estimated bid value.

Satisfactory performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

Note: In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

Work experience certificates from private individuals shall not be considered. However, in addition

to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case a tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

8.2.1.1 Definition of similar single work is as under-

Work similar to the scope of work as contained in this tender shall mean the work involved:

Supply, Installation, Testing and Commissioning of any 50 KVA or higher, 3-Phase Diesel Generators Set

OR

Maintenance of 100 KVA or higher, 3-Phase Diesel Generators Set.

8.3 Financial Criteria for Bidder:

The bidder should have a minimum cumulative turnover from operations in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- (i) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

8.4 Financial Criteria for Startup:

The condition of prior turnover may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable

provisions in the bidding document (Rule 173 of GFR 2017). As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09. 2016, relaxation regarding the prior turnover is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise. Bidder should have authorization specific to this tender from respective OEM as per Annex- VI.

The tenderer must have received annual turnover of minimum 50% of the advertised value of the tender for which they are participating in the past three financial years & current year before the date of opening of tender.

Note: -Firms claiming these relaxations are required to submit along with their offer, a copy of current and valid Start-up registration certificate otherwise their offer would not be considered for relaxation. All other terms & condition will remain the same.

- 8.5 (a) The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and should give an undertaking for the same.
(b) The bidder should have positive net worth and should give the CA certificate for the same.

8.6 The Tenderer shall quote Total all Inclusive Rate on C.I.P. destination basis clearly Indicating the breakup of rates, applicable duties, taxes, etc.

9.0 **Validity of offer:** Validity of offer: **60 days (Sixty days only)** from the date of opening of tender.

10.0 Issue of Purchase Order:

10.1 Prior to the expiry of the period of bid validity, **the successful bidder shall be intimated through email.** Communication of acceptance of offer is considered complete as soon as it is **received and accepted by the bidder either on email of authorized person of bidder or physical acceptance of PO whichever is earlier.** Hard copy is to be sent by courier/ by Registered post/ by hand. In the same communication, the successful tenderer is to be instructed to furnish the required performance security within 15 days of issue of PO after finalization of tender. **All deliveries will be counted from the date of PO.**

10.2 Tenderers may be asked for staggered delivery of the stores, if required, based on site requirements and same shall be advised with issue of purchase order.

11.0 Payment Conditions:

- a) **80% of the value of the supply against the ordered quantity on receipt by the consignee at site duly inspected and accompanied with the following valid documents submitted for payment:**
- a. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
 - b. Delivery Challan.
 - c. Original Consignee receipt for receipt of goods in good condition.
 - d. Warranty Certificate from DG manufacturer (OEM).
 - e. Proof of PG/SD submission.
 - f. Insurance Policy as per Clause-25 of ITB.

- g. Packing list.
- h. Certificate of receipt of Goods in good condition & installation thereof from RailTel.
- i. Declaration of non-applicability of e-invoicing, if applicable.
- j. Declaration regarding 206AB/206CCA of IT act.
- k. Railway/Transporters Receipt/Consignment Note.
- l. Bill Passing Authority: Sr. DGM/Project
Bill Paying Authority: Sr. DGM /Finance

b) Balance 20% of the PO value, after successful Installation & Commissioning at site.

12.0 The tenderers shall submit a certificate on paper stating that they are not liable to be disqualified, and all their statement/documents submitted along with bid are true and factual. The standard format of the certificate to be submitted online by the bidder is enclosed as **Annexure-IV**. **Non submission of certificate by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

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 RailTel (RCIL) for 2 (Two) years.

13.0 Online Submissions:

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

- i. Offer letter as per Annexure-V.
- ii. EMD submission details/EMD exemption declaration for MSE/Start Up etc.
- iii. BOQ of offered equipment.
- iv. Clause-wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- v. No deviation statements as per Annexure-IX.
- vi. Data Sheet of offered equipment.
- vii. Financial (Certified copies of audited balance sheets/ annual reports for the last three preceding financial years) and Technical Eligibility Criteria documents.
- viii. Technical Compliance of all Specification of items as per GeM Bid and ATC documents, as per Annexure- I (Technical Specification Compliance Sheet).
- ix. Certificate from the End user against the Eligibility criteria for OEM Para-8.2.
- x. Proof of document required against Eligibility criteria of OEM and Bidder vide Para-8 respectively.
- xi. MAF/OEM Authorization as per Annexure-VI.

- xii. Standard format of Certificate **duly notarized** as per Annexure-IV **on non-judicial stamp paper of Rs. 100/-** regarding authenticity of the documents submitted /information provided in the bid. Non submission of Standard format of Certificate by the bidder shall result in rejection of his/their bid.
- xiii. **Power of Attorney:** Power of attorney **duly notarized** in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.
Note: The bidder is required to give acceptance of all the clauses mentioned in the **to the Bidders**” document is mandatory. Any deviation / non- acceptance may lead to rejection of the bid.
- xiv. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid. If there is any contradiction in any of the conditions between ITB terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.
- xv. **Bid security declaration duly notarized in Annexure-X on non-judicial stamp paper of Rs. 100/-as per Annexure-X on GeM portal failing which bid shall be summarily rejected.**
- xvi. Bidder is to upload digitally signed/self attested copy of tender document online on GeM portal.

NOTE: i) Scanned copy of the documents uploaded by the tenderer shall be clear & readable. However, Railtel reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.

(ii) Tenderer may have to produce the original Documents in physical form at short notice whenever asked by RailTel at any stage of tender evaluation process or even after finalization of tender.

(iii) In E-tender, all submissions of documents are to be uploaded on GeM portal. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/prospective bidders are advised to upload their offer well in time. RailTel will not be responsible for any delay/non-submission of offer due to any reason whatsoever.

The Bidder has to upload the Scanned copy of all the above original documents as Bid-Annexures during Online Bid-Submission.

14.0 Delivery period: 60 days (Sixty days only) from the date of issue of PO.

(i) **Quantum LD:**

If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed, the LD a sum equivalent to 0.5 (half) percent of the prices of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver, within the period fixed for delivery in the contract or as extended for each week or part of a week, during which the delivery of such stores may be in arrears, where delivery thereof is accepted, after expiry of the aforesaid

period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

15.0 Security Deposit/Performance Guarantee:

- a. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of BG/DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 10% of the contract/PO value subject to upper ceiling of Rs. 5 Crores rounded off to the nearest higher Rs. 1000 (Thousand) with validity 3 months beyond warranty period of supply.

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

- b. The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender* for that work.
- c. The Performance Guarantee should be furnished by the successful contractor after a letter of acceptance has been issued. The PBG will be returned only after fulfillment of contractual obligations.
- d. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of the 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.

It is advised that along with physical BG, online facility has been activated to view the issued BG cover message transmitted to ICICI Bank through SFMS platform. For availability this facility, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV/IFN 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In this connection, all the vendors/contractors (applicant of BG) to update below details at time of submission of BG issuance/amendment request to their respective banks with immediate effect for online SFMS confirmation using the plate form:

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used (**ICIC0000007**).
Mention the unique reference (**RAILTEL6103**) in field 7037.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e., IFN 760COV/IFN 767COV

- e. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and expiry of the warranty period and issue of the certificate of final acceptance of the entire system.
- f. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.
- g. The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (1) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (2) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
 - (3) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.
- h. No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

16.0 Inspection of material:

16.1 The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority

16.2 In case material/equipment fails during inspection, the fresh lot of the same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.

16.3 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of reputed agency like RITES or any other agency/ representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

16.4 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel's representative inspection if any shall be borne by RailTel, but necessary facilities to carry out test/Witness inspection shall be provided by the manufacturer/supplier, free of cost.

16.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats, and it shall be complied on

a daily/ weekly/ monthly basis and it shall be analyzed. “NIL” Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in a foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw materials shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

- 16.6** Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

The inspection of Diesel Generator Sets shall be carried out as per specifications at OEM premises. Inspection charges shall be borne by the bidder.

- 17.0 Warranty:** The **Diesel Generator Sets** is to be warranted 36 months from the date of installation & commissioning of the **Diesel Generator Sets**.
- 17.1** The contractor shall ensure the preventive maintenance at an interval of four months during warranty period.
- 17.2** The supplier shall warrant that the material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 17.3** If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 17.4** Replacement under the warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 17.5** The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 17.6** The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery, and this warranty shall survive notwithstanding the fact that the goods /stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 17.7** If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the

description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim what so ever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' shall apply.

The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser on that behalf under this contract or otherwise.

18.0 Variation of Quantities: Option Clause-

- a) Unless otherwise specified in the tender document, the purchaser shall be entitled to increase the order quantity to full tender quantity as well as the option to increase/decrease the quantity by 25% of the order quantity any time within the validity of the contract (original/extended). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered.
- b) The purchaser shall be entitled to operate +/-25% option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 25% of the ordered quantity.
- c) The purchaser reserves the right to accept the tender with splitting of tender quantity on minimum two firms with the option to increase the quantity to full tendered quantity on any of the firms.
- d) Additionally, the purchaser shall also be entitled to vary the total order quantity of those firms by +25% anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer.
- e) Total coverage against the tender considering the orders placed on all the firms in the tender should not increase the tendered quantity by more than 25%.
- f) In case where separate orders for an item for different consignee(s)/ paying authority (ies) are placed on one firm against one tender, total quantity of all such orders be the basis for the purpose of option clause. In such cases, option clause can be operated in any of the orders or for any consignee(s) so long as Delivery Period of any of the order in the tender is alive.

Note: Purchaser's Right to Vary Quantities:

- (A) Up to maximum extent of +/- 50% subject to following condition.
 - i. Up to +25% with no rebate.

- ii. From +25% to +40% with 2% rebate.
- iii. From +40% to +50% with 4% rebate.

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

19.0 TReDS Platform:

- 19.1** RailTel is registered with m1xchange TReDS platform having buyer registration number “BUYER00001496”. The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 19.2** MSE vendors will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 19.2** MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer’s breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 19.3** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor’s) invoices.

20.0 Public Procurement Policy for Micro and Small Enterprises (MSEs):

- (i) Government of India had enacted Micro, Small and Medium Enterprises Development (MSMED) Act in 2006. As per the powers conferred under Section 11 of the Act, Ministry of Micro, Small and Medium Enterprises (MoMSME), Government of India notified Procurement Policy for Micro and Small Enterprises, 2012 (amended 2018 and 2021). It is mandatory for the Central Government Ministries/ Departments, including Public Sector Undertakings (PSUs) to follow the provisions of the policy while carrying out a procurement activity. Details of the policy along with the amendments issued in 2018, 2021 and 2022 are available on the MSME website
- (ii) Under the amended Public Procurement Policy for MSEs, Order 2012 a minimum 25 per cent share out of the total annual procurement by RailTel are to be made from MSEs. As per the Policy Order 2012, MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption.
- (iii) Out of 25% target of annual procurement from MSEs (Not in the specific tender), a sub-target of 4% of annual procurement from MSEs is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs and 3% of annual procurement from MSEs is earmarked for procurement from MSEs owned by women entrepreneur. However, in

event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.

- (iv) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- (v) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. 100% payment on or not exceeding 45th day from the date of delivery of goods/ services along with inspection certificate at the nominated place/Depot in good condition by the consignee. Where the department makes any objection in writing regarding acceptance of goods or services within fifteen days from the date of the delivery of goods at the nominated place/Consignee, the 100% payment will be made on or not exceeding the 45th day from the day on which such objection is removed by the employer. If a micro or small enterprise firm has not submitted any documentary evidence along with the tender documents to prove its status of micro or small enterprise, it would not be admissible to claim any benefit under the MSMED Act 2006 against the orders placed in the tender.
- (vi) The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.
For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been set up in states.
- (vii) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of **L1+15 (fifteen) per cent** shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to **25 (twenty-five) per cent of total tendered value**. The 25 (twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- (viii) **Within this 25 (twenty-five) per cent quantity, the sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by Women the sub-target shall be 3% out of the total 25%. Such a purchase preference is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs/MSEs owned by Women (if they participate in the tender process and match the L1 price).**
 - a. In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
 - c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- (ix) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- (x) To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries /Departments /PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programs (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
 - a. Special Vendor Development programs/ Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
 - b. Outreach programs will be conducted by the National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation; and

- c. NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
- d. A National SC/ST hub scheme was launched in October' 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated/ implemented by the NSIC under this Ministry.
- (xi) To enhance the competitiveness of Micro and Small Enterprises (MSEs) and to promote their business, Ministry of MSME has been implementing various schemes/programs. The list of schemes is as below:
 - a. Credit Linked Capital Subsidy for Technology Upgradation Scheme (CLCS-TUS)
 - b. Scheme of Fund for Regeneration of Traditional Industries (SFURTI)
 - c. Procurement and Marketing Support Scheme
 - d. Incubation Scheme
 - e. Marketing Assistance Scheme
 - f. Financial Support to MSMEs in ZED Certification Scheme
 - g. Skill Development Program
 - h. International Cooperation Scheme
 - i. Lean Manufacturing Competitiveness for MSMEs
- (xii) The FAQs pertaining to the procurement policy 2012 for MSE can be referred to the letter issued by the Railway Board, Ministry of Railways.
- (xiii) Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- (xiv) **The Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
- (xv) The MSEs must also indicate the terminals validity date of their registration. The registration should be valid on the date of submission of bid. Firm failing to submit the information, such offers will not be liable for consideration of benefits detailed in MSE Notification of Government of India dated 23.03.2012.
- (xvi) To monitor the progress of procurement by Central Government Ministries/ Departments and CPSUs from MSEs, Ministry of MSME has launched the MSME Sambandh' Portal on 8 December 2017 for uploading procurement details by all CPSUs on a monthly and an annual basis which is regularly monitored by the Ministry.
- (xvii) To redress the grievances of MSEs related to non-compliance of the Policy a Grievance cell named "CHAMPION Portal" has been set up in the Ministry of MSME.

21.0 Make in India clause:

Public Procurement (Preference to Make in India): Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5Lakhs.

The provisions of Public Procurement (Preference to Make in India), Order-2017 dt. 15.06.2017 or latest is applicable.

- (i) Local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent or as indicated in the tender enquiry.
- (ii) Margin of Purchase Preference: The margin of purchase preference is 20%. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

- (iii) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel, New Delhi.

(a) Verification of local content:

- i. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs.10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. False declarations will be in breach of the Code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- iv. A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- v. Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

22.0 Requirement of Purchase Preference:

Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- i. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 Lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
- ii. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, The lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted Price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such the lowest eligible local supplier fails to match the L1 price or accepts less than the quantity offered, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii. In procurements of goods not covered by sub-paragraph (a) above and which are not divisible,

and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier the contract will be awarded to L1.
- b) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such a subject to matching the L1 price.
- iv. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

23.0 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.

- 23.1** Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of a valid tax invoice.
- 23.2** 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.
- 23.3** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, or penalty as applicable under the GST Act.
- 23.4** 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.
- 23.5** 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).
- 23.6** 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.
- 23.7** 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 the tender, the bidder has to pass on the benefits to RailTel.

24.0 Restrictions under Rule 144(xi) of GFR, 2017:

Rule 144(xi) of the General Financial Rules (GFRs) 2017 imposes restrictions on procurement from bidders from countries that share a land border with India. This rule requires such bidders to be registered with the Competent Authority before they can participate in bidding for government tenders. .

25.0 Insurance:

The Contractor is required to obtain insurance for the goods while in transit for 110% of the contract value. The contractor should ensure the stores are brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

26.0 Force Majeure:

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

27.0 Breach of Contract, Remedies and Termination:

- (i) In case the contractor is unable to honor important stipulations of the contract or gives notice of his intention of not honoring or his inability to honor such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to supply the required quantity or quality. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously.

- (ii) The purchaser or its authorized representative is not to enter into correspondence after expiry of the delivery date stipulated in the contract because such a correspondence will keep the contract alive and would amount to abrogation of the purchaser's right and remedies for delays by the contractor. This situation will not allow the purchaser to cancel the contract straight away without first serving a performance notice to the supplier. However, even after expiry of the delivery period of the contract, the purchaser may obtain information regarding past supplies, and so on, from the supplier, simultaneously making it clear to the supplier that calling of such information is not intended to keep the contract valid and it does not amount to waiving the breach and that it is without prejudice to the rights and remedies available to the purchaser under the terms of the contract. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. The CA may terminate a contract in the following cases.

27.1 Cancellation of Contract for Default:

- (i) Without prejudice to any other remedy for breach of contract, such as removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:
 - a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
 - b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
 - c. If the contract is terminated in whole or in part, recourse may be taken to anyone or more of the following actions:
 - 1. Forfeiture of the performance security.
 - 2. However, the supplier shall continue to fulfill the contract to the extent not terminated.
- (ii) Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

27.2 Termination of Contract for Insolvency

If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel.

27.3 Termination of Contract for Convenience

28.0 Settlement of Dispute:

28.1 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.

28.2 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.

29.0 Other Particulars to be enclosed along with tender:

The following details should also be enclosed along with the tender: -

- i) Performance statement of last three years for supply of same or similar items to Railways, BSNL, MTNL, Government PSU's & Telecom Service Providers. This Performance Statement is to be submitted in the following format: -

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st extension	Qty. supplied during 2nd extension	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.

30.0 RailTel's Contact Person /Designation: (for General Information):

Mr. Vachaspati Bhardwaj, Asstt. General Manager/Projects Mobile: 9717612008 E-mail ID: vachaspatibhardwaj61@railtelindia.com	Shri Dharminder Kumar, Sr. Dy. General Manager /Projects Mobile: 9729544113
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Note: In case, if there is any contradiction between GeM's General Terms & Conditions, RailTel's Additional Terms & Conditions will prevail.

Technical Specifications**1. Technical Specifications of 100KVA/250KVA Deisel Generator Set:**

Required Specifications	
Capacity	100 KVA, 3 Phase /250 KVA, 3 Phase
Manufacturers	Cummins/Caterpillar/KOEL Green/Kirloskar/Eicher/Cooper/Greaves/Escorts/Ashoka Leyland/Mahindra & Mahindra
Alternators Manufacturers	Kirloskar/ EICHER/ Cummins/Stamford/Crompton/Cooper/Greaves/Escorts/Greens/MECC ALTE/IEC/Electrodynes
Make components to be used in AMF panel	MCCB: L&T/GE/C&S/HAVELLS/ABB/SCHNEIDER
	CONTACTORS: L&T/GE/C&S/HAVELLS/ABB/SCHNEIDER
	MCB: GE/HAGER/MDS/Standard/HAVELLS/INDOKUP/SCHNEIDER/L&T
	CT's: KAPPA/KALPA/RR Electrotech /New Tech/AE
	Volt & Amp. Meters: L&T/MECO/ENERCON/CADEL/Secure
	Push Buttons: RASS/TECHNIQUE
	Switches: SALZAR/SWITRON/SWITCH-ON/KAYCEE.
	Fuses Base: INDO ASIAN/GE/C&S/KAYCEE.
	Wires & cables: POLYCAB/RR CABLES/FINOLEX.
	KWH meters: ECE/HAVELLS/L&T.
	Relays: ALSTOM/AVKSEGC/EASUN/NAGOBAN/MINILEC/BERNENI/ EC2/JEEWAN
	Auxiliary Relays: PLA/OEN/GILLARD
Alternator	Three Phase at 240/415 Volt, 50 Hz, 1500 RPM and 0.8 power factor and shall conform to IS: 4772/1992 or IEC 34-1.
Diesel Engine:	The diesel engine shall be compression ignition, water cooled (radiator cooled) suitable for power, alternator at 1500 rpm.
AMF CONTROL PANEL (Micro Processor Based)	The Panel provides automatic control for starting the Generator set when a mains failure occurs. It should be of sheet metal mounted on the frame & fitted in front of the door.
	i) Generator voltage and AC Mains voltage.
	ii) Current in each phase
	iii) Power Factor.
	iv) Frequency meter
	v) Energy meter
	vi) Three attempts engine start/engine cranking relay.
	vii) On -delay timer for load change over

viii) On-delay timer for engine shut off
ix) Over current /load relay.
x) HOUR METER
xi)PRESSURE GUAGE
xii)HWT
xiii)BATTERY VOLTMETER
xiv)Analog Voltmeter
xv) Analog ammeter to measure individual phase current
b) Mode selector switch for setting the panel on any one position such as off or auto or manual or reset
(c) Engine On-Off switch (Push button type)
(d) MCCB of suitable rating shall be provided.
e) Rectangular aluminum bus bars (one number for each phase, neutral and Earthing Terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves (depending upon KVA).
(f) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay
(g) Under-voltage relay for mains.
(h) Battery chargers complete with voltage regulator, float or booster selector switch, This will be in Addition to the battery charging alternator fitted on the engine.
(i) Instrument & Control Fuses.
(j) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set Running', 'load on set' and 'battery charger on'.
(k) Audio visual alarm for 'Low lubricating oil pressure', 'High water temperature', 'Start failure', 'Fuel low level in Main Tank', 'Generator emergency alarm' and 'DG overload'.
l) Any other switch, instrument, relay or contactor etc. essential for smooth and trouble-free functioning of DG set with AMF panel. (To be specified by the tenderers in their offer with complete details of the item).
<ul style="list-style-type: none"> • Engine fault auto-shutdown and reset. • Mains sensing for over voltage and under voltage. • Generator set operating. • Load on generator • Load on Mains • Static Battery charger • Horn <p>AMF should also have following features: -</p> <ul style="list-style-type: none"> • It should be able to select the generators operating mode: Off- Automatic- Manual and Test modes. • It should be able connect the generator's voltmeter across single phase & neutral. • It should be able to connect the frequency meter to check the diesel generator frequency.

	<p>AMF should contain Push buttons for the following features: -</p> <ul style="list-style-type: none"> • Emergency shutdown --Red Button. • MCB to protect Alternator and Mains supply. <p>Following equipment will be fitted inside the AMF cabinet:</p> <ul style="list-style-type: none"> • 10A rated current static battery charger for automatic static battery recharge. • Device for Automatic Generator Start up when AC Mains supply falls below a preset level. The starter circuit allows no. of start when motor is locked in the fail to start mode. • Two electrically and mechanically combined relays for diverting the load from mains to generator and vice versa. During the generator starting sequence, the load is connected to the generator only after the generator voltage is stabilized at the rated setting. • DG set should start after a predefined period in case of AC main supply failure. If AC supply failure continues for more than four hours, then DG set shall be switched off automatically. If AC main failure continues for a further period of 2 hours, the DG set will restart again. DG Run period and rest period should be configurable. <p>* Device for automatic shutdown of the generator if the following fault occurs & gives audible alarms.</p> <ul style="list-style-type: none"> • Lube Oil pressure low. • High Water Temperature. • Over speed. • Fuel level below minimum specified level in main tank. <p>Each of the above emergency situations triggers a visual alarm and keeps the diesel generator out of service until the control circuit is re-established manually. Current transformer connected to phase of the unit's line.</p> <p>The panel should have potential free contact outputs for remote signaling for the following:</p> <ul style="list-style-type: none"> • Mains voltage out of limits. • Failure to start • Low lube oil pressure. • Over speed. • Fuel level low in main tank
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2. BATTERY:

12 V/24V DC SMF battery assembly of suitable capacity complete with all necessary connecting leads and terminals of AMCO/Exide/Amron/Amararaja make should provide equivalent.

3. BASE FRAME

The base frame should be formed base plate providing common bed for engine and alternator directly coupled together. The base plate with cross member would form the part of sheet metal canopy. The Base frame should have provision of grouting on foundation bolts. Provision should also be made on the base frame for lifting arrangement of the complete DG Set with Canopy.

4. FUEL TANK

Fuel Tank (minimum capacity 200 liters for 100 KVA DG Set & 400 liters for 250KVA DG Set) should be fabricated out of 14SWG CRCA MS sheet and is part of base frame. It should be duly painted and fitted with inlet and outlet connections; air vent etc. complete with:

- Fuel Level Indicator (Electrical)
- Filler Cap with lock.
- Drain Valve Plugged
- Spill return
- Feed connection to engine valve
- Braided pipe for fuel connections
- Metal Funnel should be provided along with DG set.

5. AVM Pads

Adequate nos. of KOEL/CORI make AVMs between engine /alternator and the base plate, should be provided.

Note: Any materials/modifications required for satisfactory commissioning of DG set to be borne by the tenderer.

6. INSTALLATION AND COMMISSIONING OF DG SETS:

The responsibility for installing and commissioning DG sets shall be that of the firm. The firm shall complete installation within 2 months of receipt of DG set by the consignee.

7. Type Approval & Green Energy Certification of Diesel Generators:

Type approval for diesel generators involves testing and verification to ensure they meet specified standards, while green energy certification focuses on reducing their environmental impact. Type approval typically involves assessing noise levels, emissions, and overall performance. Green energy certifications may include measures to reduce fuel consumption, emissions, and noise, often through the use of Retrofit Emission Control Devices (RECDs) or other technologies.

Type Approval:

- **Purpose:**

To ensure that diesel generators meet safety, performance, and emission standards before they are sold or used.

- **Testing:**

This involves various tests, including sound power level measurements (SWL) as per ISO 3744 and ISO 8528-10 and emission testing.

- **Certification:**

If the generator passes the tests, a type approval certificate is issued by a certification agency, and a copy is forwarded to the nodal agency.

- **Relevance:**

This process helps ensure that generators are safe and reliable and that they meet environmental regulations.

Green Energy Certification:

- **Purpose:**

To reduce the environmental impact of diesel generators, often by encouraging the use of technologies that minimize emissions and fuel consumption.

- **Measures:**

This may involve using RECDs to reduce emissions, implementing energy management systems (EMS) to reduce fuel consumption, or adopting other sustainable practices.

- **Certifications:**

Organizations like [GreenFlex](#) can help organizations achieve certification, such as ISO 50001, which focuses on energy management.

- **Benefits:**

This can lead to reduced operating costs, a smaller carbon footprint, and a positive impact on the environment.

Key Differences:

- **Focus:**

Type approval focuses on product safety and compliance with regulations, while green energy certification focuses on reducing environmental impact and promoting sustainability.

- **Testing:**

Type approval tests focus on performance, emissions, and noise, while green energy certification may involve testing for fuel efficiency and emissions reduction technologies.

- **Target Audience:**

Type approval is primarily for manufacturers and suppliers, while green energy certification can be relevant for manufacturers, users, and other stakeholders.

In summary: Type approval ensures that diesel generators meet basic safety and performance standards, while green energy certification encourages the adoption of technologies and practices that reduce their environmental impact. Both play a crucial role in promoting responsible use of diesel generators.

Schedule of Requirements**Name of Work: -.****Schedule-A: Supply, installation, Testing & Commissioning of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur:**

S. No.	Item	Description of Item	State	Unit	Qty	Unit Basic Price (in Rs.)	Packing & Forwarding Charges (in Rs.)	Freight & Insurance Charges (in Rs.)	GST @18%	Cost CIP Destination (in Rs.)	Total cost CIP Destination (in Rs.)
1	DG Set	Supply of DG Set -100KVA	Uttar Pradesh / Kanpur	No.							
2	DG Set	DG set unloading from Vehicle		Job							
3	DG Set Accessories	Supply of materials for provision of concrete foundation to support the weight of the DG set as per technical specification given in Annexure-I		Lot.							
4	Installation	Installation of Concrete foundation to support the weight of the DG set as per technical specification given in Annexure-I		Job							
5	Installation	Installation of DG set on the Foundation.		Job							
6	Power Cable	Supply and Termination of Power cable on AMF Panel, DG sets and AC Main Distribution Panel as per Specifications in Annexure-I		Meter							
7	Installation and Testing and Commissioning	Final Testing & Commissioning of DG set along with required MCB Panel		No.							
8	Earthing	Supplying and installing earthing material for three pits as per RDSO Specifications.		No.							
Total-A (in Rs.) (in words)											

Schedule-B: Supply, installation, Testing & Commissioning of 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road, New Delhi:

S. No.	Item	Description of Item	State	Unit	Qty.	Unit Basic Price (in Rs.)	Packing & Forwarding Charges (in Rs.)	Freight & Insurance Charges (in Rs.)	GST @18%	Cost CIP Destination (in Rs.)	Total cost CIP Destination (in Rs.)
1	DG Set	DG Set -250KVA	Delhi / Thompson Road, New Delhi	No.							
2	DG Set	DG set unloading from Vehicle		Job							
3	DG Set Accessories	Supply of materials for provision of concrete foundation to support the weight of the DG set as per technical specification given in Annexure-I		Lot.							
4	Installation	Installation of Concrete foundation to support the weight of the DG set as per technical specification given in Annexure-I		Job							
5	Installation	Installation of DG set on the Foundation.		Job							
6	Power Cable	Supply and Termination of Power cable on AMF Panel, DG sets and AC Main Distribution Panel as per Specifications in Annexure-I		Meter							
7	Installation and Testing and Commissioning	Final Testing & Commissioning of DG set along with required MCB Pannel		No.							
8	Earthing	Supplying and installing earthing material for three pits as per RDSO Specifications.		No.							
Total-B (in Rs.) (in words)											
Grand Total-A+B (in Rs.) (in words)											

Schedule-C: Buyback cost of existing 200KVA DG Set Kirloskar Make installed at RailTel's NOC, Thompson Road, New Delhi:

S. No.	Description of Item	State	Unit	Qty.	Unit Basic Price (in Rs.)	GST @18%	Total cost Amount (In Rs.)
1	Buyback cost of existing 200KVA DG Set Kirloskar Make installed at the RailTel's NOC Thompson Road, New Delhi	Delhi/ NCR	No.	1			
Total-C (in Rs.) (in words)							

PERFORMANCE GUARANTEE BOND FOR SECURITY DEPOSIT

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

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

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

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

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

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

We.....(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary

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

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

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

Dated theday of 2023

for
(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

FORM-2A

**STANDARD FORMAT OF CERTIFICATE TO BE UPLOADED BY TENDERER
ALONG WITH THE TENDER DOCUMENTS**

I.....(Name and designation)** appointed as the attorney/
authorized signatory of the tenderer (including its constituents), M/
s._____ (hereinafter called the tenderer) for
the purpose of the Tender documents for the work of
_____ as per the tender No. _____

of (-----RailTel), do hereby solemnly affirm and state on the behalf of the tenderer
including its constituents as under:

- (i) I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/ We hereby declare that I/ We have downloaded the tender documents from electronic-tender portal. I/ We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
- (iv) I/ We declare and certify that I/ we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and the same shall be binding upon me/us.
- (vi) I/We declare that the information and documents submitted along with the tender by me/ us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- (vii) I/ We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for 2 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.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract including banning business for two years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/ We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above certificate are true and correct. Nothing has been concealed, and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

OFFER LETTER

RailTel Corporation of India Ltd. 6th Floor, Delhi IT Park, Shastri Park, Delhi

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 45 days from the date of opening and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of **“Supply, installation, Testing & Commissioning of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road, New Delhi”** 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 supplies according to the Specifications for materials and works laid down by RailTel.

1. I/We have submitted “Earnest Money” amounting Rs..... through DD No. dated...../online transfer UTR No..... dated

SIGNATURE OF SUPPLIER (S)

Date:

SUPPLIER (S) ADDRESS

SIGNATURE OF WITNESS: 1.

2.

Manufacturer Authorization form (MAF)

Sr. DGM/O&M

Date: _____

RailTel Corporation of India Ltd.

6th Floor, 3rd Block,

Delhi Technology Park,

Shastri Park, Delhi – 110053.

Sub.: Manufacturer Authorization form (MAF) to
for.....

M/s-----

Ref: Tender No. -----dated -----

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider
of(Product details), having our registered office at-----

.....

We hereby authorize M/s---(bidder name),

..... to participate in bid and subsequently
upon award of the bid to execute the **“Supply, installation, Testing & Commissioning of 100
KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250
KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road,
New Delhi” through GeM Bid** of our range of products against your above said bid.

We further extend our warranty for -----years for our range of products offered
byM/s against the above-said bid.

Thanking you,

With Best regards

Authorized Signatory

Consignee Details:

Consignee Details					
Sl. No.	Territory	Consignee Address	Description of Item & Qty.	Contact Person	State/ GST No.
1	Prayagraj	RailTel corporation of India Ltd, Microwave Complex, North Central railway, Govindpuri, Kanpur-208006	100KVA Diesel Generator Set-01 No.	Shri Arun Tripathi / Sr. Manager/ PoP/Kanpur/ Uttar Pradesh Mob. 9794846127	Uttar Pradesh/ 09AABCR7176C1Z B
2	Delhi- NCR	RailTel corporation of India Ltd, 2 nd Floor, Microwave Complex, Thompson Road, New Delhi- 100002	250KVA Diesel Generator Set-01 No.	Shri Devinder / Sr. Manager/ NOC/New Delhi Mob.9729540590	Delhi/ 07AABCR7176C2ZE

Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

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

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

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

Seal and Signature of Authorized Signatory

(TO BE SIGNED BY BIDDER)

PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter

To,

**PED/NR
RailTel Corporation of India Ltd.
Northern Region
6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053**

Dated:

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No.**

Dt2025

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 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 fulfil requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

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

Annexure – X

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

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

Whereas, I/We (Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the MSE bidders as per Govt. of India guidelines issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) submitting Earnest Money Deposit :-

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit: -

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

Or

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

Or

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

Or

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

Or

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

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative _____ Name of Firm _____

Date _____

Annexure – XI

Check list

SN	Have you submitted the following documents?	Submitted/Complied or not	Page No/Ref. no. of offer	Action if required documents not submitted along with the tender
1	Proof of payment of EMD (Rs.62,000/-) as per Clause-7© of ITB. (MSEs Units registered with UDYAM under single point registration scheme & Startup shall be exempted from EMD cost subject to submission and Sellers/Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC.subject to submission of Bid security declaration duly notarized in Annexure-X on non-judicial stamp paper of Rs. 100/-as per Annexure-X on GeM portal failing which bid shall be summarily rejected.			Summarily rejected.
2	As per Clause-13(xiii) of ITB, Power of Attorney: Power of attorney duly notarized in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.			Liable to be rejected
3	<u>Digital signed copy of tender document</u>			Liable to be Rejected
4	<u>Form-V (Offer letter):</u>			Liable to be Rejected
5	Standard format of Certificate duly notarized as per Annexure-IV on non-judicial stamp paper of Rs. 100/- regarding authenticity of the documents submitted /information provided in the bid. Non submission of Standard format of Certificate by the bidder shall result in rejection of his/their bid.			Summarily rejected.
6	Eligibility/Evaluation/Qualification Criteria: -Completion/Performance Certificate in support of similar nature of work as per Clause 8.2 of ITB.			Summarily rejected.
7	Financial Criteria for Bidder: - Contractual payment received as per Clause-8.3 / 8.4 of ITB.			Summarily rejected.
8	Technical Compliance of all Specification of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250 KVA Generator (Diesel) with associated			Liable to be Rejected

	equipment – 1 set for RailTel NOC, Thompson Road, New Delhi, GeM Bid and ATC documents.			
9	Form-IX Deviation Statement, if any, (Specification of 100 KVA Generator (Diesel) with associated equipment – 1 set for RailTel PoP, Kanpur and 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel NOC, Thompson Road, New Delhi GeM Bid and ATC documents).			Liabile to be Rejected
10	Cost breakup of price indicating Basic rate, GST etc.			Liabile to be Rejected
11	Orders in hand.			Liabile to be Rejected
12	All documents attached/uploaded online should be duly signed by the authorized signatory.			Liabile to be Rejected

Annexure-XII

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country.

or

 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as below:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard, and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving the possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard, and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

*****END*****