

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply, Installation & Commissioning of maintenance free VRLA/SMF 12V/120 AH Battery sets at various locations under VSS Project of RailTel Northern Region"

Ref: GeM Bid No. GEM/2025/B/xxxxx

Dated: xx.xx.2025

The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website.

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware. Thus, all hardware required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bids should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
3. In case of the bidder is Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per the **Annexure-VI (MAF)**.
4. GSTIN ID of vendor should be provided from where goods will be supplied.

5. Delivery Period, Consignee Address and inspection

- 5.1. Delivery Period: The supplier will have to supply, Installation & Commissioning the material within **90 days** from the date of issue of confirmed PO.
 - i) 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) per cent 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 PO value provided in the contract.
- 5.2. Name of locations for Consignee Address: **As per the Annexure-II.**

5.3. Inspection:

- 5.3.1. The supplier/ manufacturer shall give a call for inspection within six weeks of issue of PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/ Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.
- 5.3.2. The supplier/ manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 5.3.3. In case material/ equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/ supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 5.3.4. Inspection of the material including that of raw material if deemed required shall be conducted by representative authorized by RailTel, 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.
- 5.3.5. The material should be offered for inspection within six weeks of issue of purchase order.
Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test/ witness inspection shall be provided by the manufacturer/ supplier, free of cost.
- 5.3.6. 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 analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 5.3.7. 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.

- 5.3.8. Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the HOD of the Indenting department should be obtained recording the reasons for it.

6. Estimated Cost of Tender & Earnest Money Deposit (EMD):

- 6.1. Estimated cost of tender:
Estimated cost of the Tender is **Rs. 5,89,57,516.80/- (Incl. GST)**.
- 6.2. Earnest Money Deposit (EMD): **Rs. 11,79,150/-** with Payment online through RTGS/internet banking as 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
- 6.3. 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.
- 6.4. 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.
- 6.5. 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-III** on GeM portal failing which bid shall be summarily rejected.
- 6.6. For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -
- a) They are exempted from depositing Earnest money.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
 - f) The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be **summarily rejected**.
 - g) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 6.7. 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.

7. Performance Bank Guarantee:

The successful tenderer shall submit Performance Bank Guarantee (PBG) in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract as per the details given below:

- i. Performance Bank Guarantee @ 10% of total value of Purchase Order. Performance Security is to be furnished by a specified date [generally 30 (thirty) days after notification of the award] and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual

obligations of the supplier, including warranty obligations allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period. PBG format specified in **Annexure-IV**.

- ii. Successful tenderer is required to furnish PBG within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. The performance security should cover warranty period as per the tender conditions.
- iii. The PBG shall be submitted to concerned Regional office of RailTel.
- iv. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The details of RailTel's details for SFMS are as:

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.**
- v. The Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- vi. Wherever the contracts are rescinded, the Performance Guarantee shall be encashed and the balance work should be got done separately.

Note:

- i) Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.
- ii) No interest shall be paid on the amount of Earnest money and Performance Security held by RailTel, at any stage.

8. Eligibility Criteria:

8.1. Technical Eligibility for Bidder:

- a) Bidder should be OEM/or authorized by OEM. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation /

commissioning of same or similar Category Batteries during preceding 3 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-:

- i) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (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 (NSE) or Bombay Stock Exchange (BSE), 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.
- ii) In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.
- iii) 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.

8.2. Financial Criteria for Bidder:

- 8.2.1. The bidder should have minimum cumulative turnover from operation 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.

- 8.2.2. Bidder should have authorization specific to this tender from respective OEM as per **Annexure-VI**. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.
- 8.2.3. Bidder should not have been **banned/blacklisted** by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

8.3 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.

9. Variation of Quantities at the Time of Award

The purchasers also reserve the right to increase the ordered quantity by up to **30%** of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

10. Fall Back Clause :

- 10.1. The price charged for the stores supplied under the Contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.
- 10.2. If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.
- 10.3. The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the contract.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract."

11. Price Variation Clause :

PVC clause is applicable to this tender. Bidder has to provide the PVC formula in their offer as per standard practice of the Industry.

12. Rate Contract :

- 12.1. RailTel shall enter into Rate Contract with the firm to whom the contract is awarded for catering to requirement of battery as and when arise in future during the Contract period. Rate contract on the successful tenderer would be placed separately and would be operative from the date of issue of PO and would be valid for a period of 12 months. The validity of rate contract may be

extended for further 12 months with mutual agreement. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for battery detailed in SOR, as per requirement. The contractor shall have to supply, install and supervise the testing commissioning of batteries against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any.

13. Warranty :

The materials are to be warranted for **36 months** from date of delivery or **30 months** from the date of placement in service, whichever is earlier. The supplier shall warrant that 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.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet item requirements, inadequate contact protection, 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. Repair and Return Services applicable for Warranty Period.

14. Contractor's Responsibility (Warranty Period):

The Contractor will take-over the defective Battery/ Battery set from station/site and hand-over the new at the same location. The following activities will be performed by the contractor:

The received defective Battery will be got replaced by the contractor within **30 days** from the date of receiving PO and will be handed over to RailTel authorized representative at the station/site. The contractor will also give probable reason for failure of Battery. All transportation, freight and insurance charges will be borne by the contractor.

If the contractor fails to return the Battery within 30 days, the following penalties will be imposed:

Items	Duration of Repair	Deduction/Penalties
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Battery /Battery Set and Accessories	More than 30 days And upto 40 days (from the date of receipt)	10% of the cost of affected Battery /Battery Set and Accessories
Battery /Battery Set and Accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected Battery /Battery Set and Accessories
Battery /Battery Set and Accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected Battery /Battery Set and Accessories
Battery /Battery Set and Accessories.	More than 60 days (from the date of receipt)	Full cost of affected Battery /Battery Set and Accessories

Contractor can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

15. RailTel's Responsibility :

RailTel will hand over the Battery to the contractor's authorized representative at the station/site.

16. Payment Terms & Conditions:

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:

- i. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
- ii. Delivery Challan/e-way Bill.
- iii. Original Consignee receipt for receipt of goods in good condition.
- iv. Warranty Certificate from OEM.
- v. Proof of PG/SD submission.
- vi. Insurance Policy
- vii. Packing list.
- viii. Certificate of receipt of Goods in good condition & installation thereof from RailTel.

- ix. Declaration of non- applicability of e-invoicing, if applicable.
- x. Declaration regarding 206AB/ 206CCA of IT act.
- xi. Railway/Transporters Receipt/Consignment Note.
- xii. Bill Passing Authority: Sr. DGM/Projects
- xiii. Bill Paying Authority: Sr. DGM /Finance

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

Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a Bank Guarantee of equal amount valid for a period of one year.

- 16.1. Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.
- 16.2. Accounting unit/bill passing unit for the supplies under SOR is respective Regional Office. Bills to be submitted to the PED/POM of Northern Region for passing for payment. The bidder will submit certifying receipt of material and I&C issued from consignee/region, for passing for payment.
- 16.3. Buyback of Battery will be operated as per Purchase Order.

17. 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. NIL 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-VII** 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.
- xiv. 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.
- xv. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and Gem portal. 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.
- xvi. Bid security declaration duly notarized on non-judicial stamp paper of Rs. 100/-as per Annexure-III on GeM portal failing which bid shall be summarily rejected.
- xvii. 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.

18. Offline submission:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Limited, Northern Region, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 at any point of time whenever asked for verification.

NOTE: The Bidder has to upload the Scanned copy of all the original documents as Bid- Annexures during Online Bid-Submission on Gem portal.

19. Make in India

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to "MAKE IN INDIA" Policy as **Annexure-VIII**. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II 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.

20. Insurance :

20.1. The contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

20.1.1. The contractor shall be responsible until the entire Goods contracted arrive in good condition at destination and handed over to RailTel. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by RailTel for which the cost of the premium plus 20% of premium shall be recovered from the contractor. 19.1.2 The Contractor should ensure the stores brought to site, against risk in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

20.1.2. The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the

balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

- 20.2. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser.

21. Power of Attorney :

Notarized Power of attorney in favour 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 as per the clause-16 above.

22. The guidelines and directives issued by Department of Telecommunication, Govt. of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be trusted Products". The vendor/OEM shall submit declaration for compliance.

23. Long Term Maintenance Support/AMC: Deleted

24. Site Acceptance Testing (SAT)

On installation, testing, commissioning and integration of equipment, site acceptance testing report shall be issued duly certified by authorized representative of concern Region.

Note:

- 1) *The bidder is required to give acceptance of all the clauses of GeM bid, ATC and RailTel's Bid Specific ATC document. Any deviation/ non-acceptance may lead to rejection of the bid.*
- 2) *Information to Bidder viz. corrigendum/ addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.*
- 3) *This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/xxxx/x/xxxxxx*
- 4) *After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.*
- 5) *In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.*

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS:

- i. Equipped with necessary hardware/software to comply all above required / support features.
- ii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iii. Total estimated Cost of the Tender is INR Rs. **5,89,57,516.80/-**

I. SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE) (in Rs.)

Supply, Installation & Commissioning of maintenance free VRLA/SMF 12V/120 AH Battery sets at various locations under VSS Project of RailTel Northern Region						
SN	Item Description	Unit	Qty	Rate inclusive of loading/unloading, insurance & freight (in Rs.)	GST(in Rs.)	Total Amount including GST (in Rs.)
	Supply Items					
A	Supply & installation of 12V/ 120 AH VRLA/SMF Maintenance free Battery as per Technical Specification for 2x10 kVA UPS	Nos	3500			
B	Buyback of batteries		3500			
	Total Amount (A-B)					

Note:

- i. *The evaluation of bids will be made on total cost of SOR A & B including taxes.*
- ii. *Initial PO will be issued for minimum Qty: 1500 nos only and subsequent Sub-Pos will be issued during the contract period as per requirements.*

II. TECHNICAL REQUIREMENTS & SPECIFICATIONS for VRLA/SMF/ Tubular Gel VRLA maintenance free Battery sets as per IS 15549:2005

Special Note: Scope of Installation & Commissioning of VRLA/SMF Batteries:

- a) Bidder has to erect and commission the battery bank.
- b) Bidder has to record the individual cell and output voltages in charge mode.
- c) Bidder has to visit during final commissioning and integration with 10 kVA UPS as and when required (By phone/Physically).

Technical Specifications of Batteries :

Test Standard with CI no.	Test Condition
IS 15549 : 2005	Visually Ok, material should be as per clauses

IEC TEST LABS LLP - TEST REPORT

Sr. No	Test Parameter	Test Standard with CI. No	Test Condition	Observation with Test Data	Remarks
1	Visual Inspection	IS 15549:2005 Cl. 4.1 to 4.9	Visually Ok, material should be as per clauses		
2	Marking	IS 15549:2005 Cl. 8	Marking on items: (a) Manufacturer's name (b) Cell designation (c) Cell AH Capacity (d) Year & month of manufacture (e) Date on which charge given before dispatch (f) Next due date for freshening charge		

3	Test for C10 Capacity	IS 15549:2005 Cl. 12.1	<p>After standing on open circuit not less than 2 hours and not more than 24 hours from the completion of a full charge, the cell shall be discharged through a suitable variable resistance at a constant current of $I = 0.1 \times C10$ amperes. The discharge shall be stopped when the close circuit voltage falls to 1.75V per cell.</p> <p>During the discharge at 10-hour rate, the voltmeter and ammeter readings shall be recorded every 5 minutes for first 15 minutes, thereafter up to the end voltage.</p> <p>On the first discharge, the cell shall give not less than 90 percent of the rated capacity. The cell/battery shall give 100 percent rated capacity within 5 discharges.</p>		
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Annexure-II

The Tentative list of locations which may change at the time of execution

S.N.	Name of Station	Territory	Railway	Division	State
1	Abu Road	JP	NWR	AII	Rajasthan
2	Raja Ki Mandi	DLI	NCR	AGC	Uttar Pradesh
3	Agra Fort	DLI	NCR	AGC	Uttar Pradesh
4	Alwar	JP	NWR	JP	Rajasthan
5	Amethi	LKO	NR	LKO	Uttar Pradesh
6	Amroha	DLI	NR	MB	Uttar Pradesh
7	Azamgarh	PRYJ	NER	BSBS	Uttar Pradesh
8	Babina	DLI	NCR	JHS	Uttar Pradesh
9	Badshahnagar	LKO	NER	LJN	Uttar Pradesh
10	Ballia	LKO	NER	BSBS	Uttar Pradesh
11	Banda	PRYJ	NCR	JHS	Uttar Pradesh
12	Bandikui	JP	NWR	JP	Rajasthan
13	Barabanki	LKO	NR	LKO	Uttar Pradesh
14	Barmer	JP	NWR	JU	Rajasthan
15	Basti	LKO	NER	LJN	Uttar Pradesh
16	Beas	CDG	NR	FZR	Punjab
17	Beawar	JP	NWR	AII	Rajasthan
18	Bhadohi	PRYJ	NR	LKO	Uttar Pradesh
19	Bhilwara	JP	NWR	AII	Rajasthan
20	Bhiwani	JP	NWR	BKN	Haryana
21	Chandausi	LKO	NR	MB	Uttar Pradesh
22	Datia	DLI	NCR	JHS	Madhya Pradesh
23	Dausa	JP	NWR	JP	Rajasthan
24	Deoria Sadar	LKO	NER	BSBS	Uttar Pradesh
25	Etawah	PRYJ	NCR	PRYJ	Uttar Pradesh
26	Rani	JP	NWR	AII	Rajasthan
27	Falna	JP	NWR	AII	Rajasthan
28	Ballabhgarh	DLI NCR	NR	DLI	Haryana
29	Faridabad	DLI NCR	NR	DLI	Haryana
30	Faridabad Town	DLI NCR	NR	DLI	Haryana
31	Firozabad	DLI	NCR	PRYJ	Uttar Pradesh

32	Firozpur Cantt.	CDG	NR	FZR	Punjab
33	Gandhinagar-Jp#	JP	NWR	JP	Rajasthan
34	Gonda Jn.	LKO	NER	LJN	Uttar Pradesh
35	Gurgaon	DLI NCR	NR	DLI	Haryana
36	Hanumangarh Jn.	JP	NWR	BKN	Rajasthan
37	Hapur	DLI	NR	MB	Uttar Pradesh
38	Hardoi	LKO	NR	MB	Uttar Pradesh
39	Hisar	JP	NWR	BKN	Haryana
40	Jagadhri	CDG	NR	UMB	Haryana
41	Jaisalmer #	JP	NWR	JU	Rajasthan
42	Jalandhar Cant	CDG	NR	FZR	Punjab
43	Phagwara	CDG	NR	FZR	Punjab
44	Janghai	PRYJ	NR	LKO	Uttar Pradesh
45	Jaunpur	PRYJ	NR	LKO	Uttar Pradesh
46	Jind	CDG	NR	DLI	Haryana
47	Karnal	CDG	NR	DLI	Haryana
48	Kathgodam	LKO	NER	IZN	Uttarakhand
49	Khalilabad	LKO	NER	LJN	Uttar Pradesh
50	Kishangarh	JP	NWR	JP	Rajasthan
51	Lalgarh	JP	NWR	BKN	Rajasthan
52	Lalitpur	DLI	NCR	JHS	Uttar Pradesh
53	Phillaur	CDG	NR	FZR	Punjab
54	Mahoba	PRYJ	NCR	JHS	Uttar Pradesh
55	Mankapur Jn.	LKO	NER	LJN	Uttar Pradesh
56	MarwarJn	JP	NWR	AII	Rajasthan
57	Belthara Road	PRYJ	NER	BSBS	Uttar Pradesh
58	Mau Jn.	PRYJ	NER	BSBS	Uttar Pradesh
59	Morena	DLI	NCR	JHS	Madhya Pradesh
60	Nagaur	JP	NWR	JU	Rajasthan
61	Nazibabad	DLI	NR	MB	Uttar Pradesh
62	Orai	PRYJ	NCR	JHS	Uttar Pradesh
63	Pali Marwar	JP	NWR	JU	Rajasthan
64	Panipat	CDG	NR	DLI	Haryana
65	Pathankot	CDG	NR	FZR	Punjab

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

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

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

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

Whereas, I/We _____(Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the MSE bidders as per Govt. of India "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012" issued by MoSME.

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

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

Or

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

Or

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

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

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

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

PERFORMANCE GUARANTEE BOND

(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 RailTel in writing.
for(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

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 & Commissioning of maintenance free VRLA/SMF 12V/120 AH Battery sets at various locations under VSS Project of RailTel Northern Region**" 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.

Annexure-VI

Dated:

RailTel Corporation of India Ltd.

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

Subject:

**Manufacturer Authorization Form (MAF) to M/s
for(To be provided by OEM).**

Ref: GeM Bid No. GEM/2025/B/xxxxx

Dated: xx.xx.2025

Dear Sir,

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

We hereby authorize M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

We further extend our warranty for years for our range of products offered by M/sagainst the above-said bid. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary/partner in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions.

Thanking you,
Best regards,

Authorised Signatory

Annexure-VII

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 railway Administration shall be final and binding upon me/us.
- iv. I/ We declare and certify that I/ we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- v. I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and 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 Rail Tel. 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 i t 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.

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)

Nil Deviation Certificate

To,

**PED/POM/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)
