# RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply, Installation & Commissioning of maintenance free SMF VRLA Battery sets for UPS at Thomson Road, RailTel and buy back of existing batteries"

Ref: GeM Bid No. GEM/2025/xx Dated: aa.bb.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 www.railtelindia.com

TReDS feature available	Yes, RailTel is registered with all four TReDS aggregator's as follows:  a). Receivables Exchange of India Limited (RXIL)  b). Mynd Solutions (M1xchange)  c). TReDS Ltd (Invoicemart)  d). C2FO Factoring Solutions Private Limited (C2FO)
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- 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 bid 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-II (MAF).
- **4.** GSTIN ID of vendor should be provided from where goods will be supplied.
- **5.** Delivery Period, Consignee Address
  - 5.1 Delivery Period: The supplier will have to supply, Installation & Commissioning the Batteries within **90 days** from the date of issue of confirmed PO. For buyback of existing batteries additional **30 days** may be permitted (i.e., 90+30= 1**20 days**).
  - 5.2 If the supplier fails to deliver the stores or any instalment 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 contract value provided in the contract.

Name of locations for Consignee Address: As per the **Annexure-V**. Loading/unloading charges (buy back and new batteries) to be borne by the bidder.

#### 6. Inspection:

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES/TSEC(BSNL)/ RDSO/ CIPET 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.
- 6.5 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.
- 6.6 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.

- 6.7 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.
- 6.8 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.
- 7. Estimated cost of tender & Earnest Money Deposit (EMD):
- 7.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 18,28,291/-(Incl. GST).
- 7.2 Earnest Money Deposit (EMD): Rs. 36,600/- with Payment online through RTGS/internet banking as given below:

Account number: 340601010050446

IFSC Code: UBIN0534064

Bank & Branch Name: Union Bank of India, Yusuf Sarai Branch, New Delhi.

Account Holder Name: RailTel Corporation of India Ltd.

- 7.2.1 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount.
- 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.

- 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.
- 7.2.4 The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category. Under MSE category, only manufacturers of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) are eligible for exemption from EMD. Traders / distributors/ sole agent are excluded from the purview of this Policy.

- 7.2.5 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- 7.2.6 The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.
- 7.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 7.2.8 Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.
- 7.3 registered with m1xchange RailTel is **TReDS** platform having buyer "BUYER00001496". registration number 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.
- 7.4 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 7.5 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.
- 7.6 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.

8. 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.

#### 9. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/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 security deposit 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 security deposit/PBG shall be submitted to concerned Regional office/Corporate office.
- 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.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at concerned Region. This PBG would be released after satisfactory completion of contract including warranty period.

#### Note:

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

#### 10. Eligibility Criteria:

#### 10.1 **Technical Eligibility** for Bidder:

- (a) The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products 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.

Definition of similar Category Products: Supply, Installation & Commissioning of maintenance free SMF VRLA Battery sets for UPS.

**Note:** 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.

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.

(b) Non submission of any of the documents required for the due fulfilment of eligibility criteria as above will lead to rejection of the offer.

#### 10.2 **Financial Criteria** for Bidder:

The bidder should have minimum cumulative turnover 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.

- 11. Bidder should have authorization specific to this tender from respective OEM as per **Annexure-II**. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.
- 12. The bidder should not have been **blacklisted** by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.

#### 13. Variation of Quantities at the Time of Award

The purchaser reserves the right to increase or decrease the quantity to be ordered up to **25 percent** at the time of placement of contract. The purchasers also reserve the right to increase the ordered quantity by up to **25%** of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 14. Warranty:

The materials are to be warranted for 30 months from date of delivery or 24 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.

15. Repair and Return Services applicable for Warranty Period (Clause No. 14)

#### 15.1 Repair

#### 15.1.1 Contractor's Responsibility: -

The Contractor will take-over the defective Battery/Battery set from station/site and hand-over the new/repaired 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 and will be handed over to RailTel authorized representative at 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.

#### 15.1.2 RailTel Responsibility

RailTel will hand over the Battery to the contractor's authorized representative at the station/site along with the following relevant information & documentation.

- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.

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

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

# 16. Payment Terms & Conditions: -

The following documents are to be submitted for payment:

- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
- Delivery Challan/E-way bill
- Contractor's certificate of dispatch
- Inspection Certificate
- Consignee's receipt
- Warranty guarantee certificate of OEM
- Performance Bank Guarantee
- a) In case of supply and installation:
- i) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
- ii) **Balance 20%** value of the part supply on successful installation & commissioning at site based on SAT report issued by concern Region. 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.
- iii) 100% payment of SOR B (I&C) will be made after installation and commissioning of the equipment at site based on SAT report issued by concern Region.
- 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 Bill passing and bill paying unit for the supplies under SOR is respective Regional Office..
- 17. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-III. Non submission of a notarised affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of 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 railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL).

#### 18. Online Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para -9.
- (vii) MAF/OEM Authorization as per **Annexure-II**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III**.
- (ix) Duly **notarized Power of Attorney** (backed by the resolution of Board of **Directors**) in name of authorized signatory as per Clause no. 22
- (x) **NIL deviation** declarations as per **Annexure-VI**.
- (xi) Self-Certification under preference to "MAKE IN INDIA" Policy as **Annexure-VII**.
- (xii) Make and model details of offered equipments.
- (xiii) A certificate on their letterheads as per clause 25 of ITB (**Annexure-VIII**) shall be submitted by the bidder.
- (xiv) The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.

#### 19. Offline submission:

The bidder is required to submit the following documents offline to ED/POM, RailTel Corporate Office, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender

name and the tender number).

- a. **Notarized Power of attorney** in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per **Annexure-III** on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

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

#### 20. 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-VII.

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.

#### 21. Insurance

- 21.1 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.
- 21.2 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.

# 22. 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. Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per the clause-18 above.

- 23. 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".
- 24. Long Term Maintenance Support/AMC: Bidder shall provide maintenance support for a minimum period of 3 years after successful completion of warranty obligations. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance.
- 24.1 If the bidder quotes higher than 3.5%, he will be paid at his quoted rate per annum. Total AMC cost for three years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 3 years after completion of warranty. This period of 3 years may be extended further for 2 more years on same rates and same terms & conditions. In case a bidder quotes AMC rates lower than 3.5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 3.5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 3.5% per annum
- 24.2 Separate LOA for AMC shall be issued by RailTel before completion of warranty period and separate Agreement shall be signed with the Bidder. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfilment of long term maintenance support obligation. Value of PBG will be 10% of the value of issued PO/LOA for AMC or as per Government of India guidelines applicable at the time of issue of PO/LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.
- **24.3** Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter.
- **24.4** Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.

#### 24.5 Scope of CAMC:

The scope of CAMC shall include:

a. Preventive Maintenance:

The contractor shall carry out preventive maintenance at regular intervals (at least once every quarter) to ensure trouble-free operation of the equipment. A detailed checklist and maintenance report shall be submitted after each visit.

#### b. Corrective Maintenance:

The contractor shall attend to any breakdown or malfunction of the system/components within the stipulated response time (usually 24 hours or as mentioned in SLA). Any defective parts shall be repaired or replaced free of cost during the CAMC period.

#### c. Spare Parts:

All required spare parts, consumables (excluding items specifically mentioned as not covered), labour, and travel expenses shall be borne by the contractor. The equipment should be maintained in proper working condition at no additional cost to the purchaser.

#### d. Uptime Guarantee:

The contractor shall ensure a minimum uptime of **95% per quarter**. Any downtime beyond the permissible limit shall attract penalties as per tender terms.

#### e. Service Reports and Records:

The contractor must maintain proper service logs and provide quarterly maintenance reports duly signed by the concerned officer-in-charge.

#### f. Extension of CAMC:

The CAMC may be extended beyond 3 years at the discretion of the purchaser, based on satisfactory performance and mutually agreed terms.

# g. Termination:

If the service quality during CAMC is found unsatisfactory, or if the contractor fails to comply with any of the terms, the purchaser reserves the right to terminate the contract with **30 days' written notice**.

#### h. Payment Terms:

CAMC charges shall be paid **quarterly at the end of each completed quarter**, subject to satisfactory performance and submission of service reports.

**Note:** The acceptance of the above clauses is mandatory and specific acceptance from bidder/OEM is required to be enclosed. Any deviation / non acceptance may lead to rejection of the bid.

#### 25. 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 RailTel.

#### 26. Restrictions under Rule 144(xi) of GFR, 2017:

Any bidder from a country which shares a land border with India will be eligible

to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate on their letterheads as per Annexure-IX shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

# 27. Disposals of old SMF VRLA Battery Banks under Buyback

- a) The Vendor/Contractor/Bidder shall arrange to remove the old/used/damaged SMF VRLA batteries from site under buy-back on "AS IS WHERE IS BASIS" shall be disposed off by the Vendor/Contractor/Bidder at his own risk and cost. The vendor/contractor shall take away such material out of RailTel Premises/Site immediately after de-installation at site and shall ensure its removal from site within the duration of the contract as per statutory/environmental disposal norms.
- b) The Vendor/Contractor/Bidder shall arrange to stack, collect, transport, dispose off the old/used/damaged SMF VRLA BATTERY, in compliance to the safe disposal norms as per statutory rules/guidelines in force from time to time.

#### **28.** Other Particulars to be enclosed along with tender:

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 following format: -

Yea r	PO. No. & Date with descripte d of item	Name of the purchaser	ordered	delivery in the Purchase Order	within		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.
- 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.
  - This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2025/xx
  - 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.

# Annexure-I

# SCHEDULE OF REQUIREMENTS AND TECHNICAL REQUIREMENTS & 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.
- I. SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE) (in Rs.)

SN	Item Description	Unit	Qty	Unit Price (Excl. Tax)	Total Price (Excl. Tax)	Tax Amount	Total Amount incl. Taxes (in Rs.)						
A	Supply Items												
i	Supply of 12V/150 AH SMF VRLA Battery as per Technical Specification	Nos	120										
В	Installation			Bidde	er should	r should submit the rates							
i	Installation of 12V/150 AH SMF VRLA Battery i.e., A (i) above.	Nos	120	financial bid only.									
A+B	Sub-Total Amount of supply it transport, labour, etc) (A+B)	ems an	d I&C	(inclusiv	e of all t	axes,							
SN	Item Description	Unit	Qty	Unit Price (Excl. Tax)	Total Price (Excl. Tax)	Tax Amount	Total Amount incl. Taxes (in Rs.)						
C	Buy Back Items			<u> </u>									
i	Removing & Buyback of 12V/ 150 AH Battery	Nos	120	Bidder should submit the rates in t financial bid only.									
C	Sub-Total Amount of Buy bacl labour, etc) (C)	Sub-Total Amount of Buy back items (inclusive of all taxes, transport, labour, etc) (C)											
	Total Amount Rs. (A+B)-C												
	In Words: Rupees (Bidder should submit the rates in the financial bid only.)												

# Comprehensive Annual Maintenance Contract of batteries provided under Part-A(i)

D	Comprehensive AMC						
SN	DESCRIPTION	QTY.	иом	Unit Rate (in Rs.)	GST @18%	Unit rate (Incl. of taxes)	Total Amount in INR
1	CAMC of the complete system for 1st Year after warranty.	1	Year				
2	CAMC of the complete system for 2nd Year after warranty.	1	Year				
3	CAMC of the complete system for 3rd Year after warranty.	1	Year				

Final evaluation of offers will be decided on the total Amount i.e, difference of supply and buyback price along with rates of CAMC

II. TECHNICAL REQUIREMENTS & SPECIFICATIONS for SMF VRLA maintenance free Battery sets: :

**Special Note:** Scope of Installation & Commissioning of SMF VRLA 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) The existing installation material i.e. connecting wire jumper, lugs, nuts and bolts etc may be used/ supplied separately as per the site requirement. In case the fresh material is supplied, the existing material may be treated as the part of the buy back.

Technical Specifications of Batteries:

Standard/Certifications	Compliance (Yes/No)
IS 15549 : 2005 as per below	
JIS C-8702 1,2,3: 2009	
Safety standards: UL & CE marking on	
batteries	
ISO: 9001:2015	
Make: Amaraja/HBL/Exide or similar	

IEC TEST LABS LLP - TEST REPORT

Sr. No.	Test Parameter	Test Standard with CI.	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	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 × C10 amperes. The discharge shall be stopped when the close circuit voltage falls to 1.75V per cell. 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. On the first discharge, the cell shall give not		

the rated capacity.  The cell/battery shall	
give 100 percent rated capacity within 5 discharges.	

**Authorised Signatory** 

<u>Annexure-II</u>
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/xx dated: a a . b b . 2 0 2 5
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
We further extend our warranty for
Thanking you, Best regards,

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# FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(On Non Judicial Stamp paper of Rs. 100/-)

	(On 1401) Judicial Stainp paper of Rs. 1007-)
	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/We the tenderer (s), am/are signing this document after carefully reading the contents.
	I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
•	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.
	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.
	I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
	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.
	I/We understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to

forfeiture of the tender EMD and may also lead to any other action provided in the

contract	including	banning	of b	usine	ess fo	or a	period	upto	two	years	in	RailTel.
Further,	I/we (ins	ert name	e of	the	tend	erer	)**			and	all	my/our
constituents understand that my/our offer shall be summarily rejected.												

8. I/we also understand that if the content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of upto two years in RailTel.

**DEPONENT** 

#### VERIFICATION

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

**DEPONENT** 

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.

# **Annexure -IV**

# **Proforma for Performance Bank Guarantee**

(On Non Judicial Stamp Paper of Rs. 100/-) (To be used by approved Scheduled Banks)

1.	In consideration of the R Delhi Technology Park, having	-				
				(Her		led "the
	said Contractor(s)") from No between Agreement") of security of terms and conditions co Guarantee for Rs as "the Bank") at the req	dateddateddeposit for the ontained in the contained in the contained in the contained in dicate	due fulfilment said Agreem (Rs	de for (here by the sa ent, on personne Bank)	inafter called id Contractor or o	"the said r(s) of the f a Bank y). We eferred to
	undertake to pay the Rail loss or damage caused to by reason of any breach contained in the said Agre	Tel an amount or suffered or by the said Co	not exceeding would be caus	g Rs ed to or s	uffered by the	gainst any ne RailTe
2.	We ,	icate detail add by the amounts mand from the amage caused ach by the said reement or by by such demand and payable by	ress of local N due and payab RailTel statin to or would be Contractor(s) reason of the Od made on the Bank under	ew Delhi le under to g that the pe caused of any of Contracto e Bank s er this gua	branch with this Guarante e amount is c to or suffer of terms or c r(s) failure to shall be condurantee. How	code no.) ce without claimed is ed by the conditions o perform clusive as wever, our
3.	We,	notwithstanding (s) in any suit (o our liability (t so made by u (there under and	g any dispute or proceeding y under this s under this Bo d the Contracto	e or dis s pending present and shall	putes raised g before any being, abso be a valid dis	by the court of blute and scharge of
4.	We,	main in full for ce of the said	rce and effect of Agreement ar	during the	e period that shall contir	would be nue to be

1.

2.

5	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
J.	agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
	This Guarantee will not be discharged due to the change in the Constitution of the Bank or the $Contractor(s)$ / $Tenderer(s)$ .
	We, the
	(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
	Dated the day of, 2024
	for
	(indicate the name of the Bank)
	Witness
	Signature
	Name
	Signature
	Name

# Annexure - V

# **Consignee Details:**

Consignee Incharge: Sh. Nitin Kumar, Chief Manager/Store

Address:RailTel Corporation of India Ltd, 3rd Floor, Microwave Complex, Thomson Road, New Delhi-110002.

#### Annexure-VI

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

To, Executive Director/POM, RailTel Corporation of India Ltd. New Delhi-110053

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2025/B/xx Dt aa.bb.2025

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

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

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

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

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

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

Place:			
Date:	Seal and	signature of the	bidder

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

# Annexure-VII

# 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						
Local Content of SOR item :%  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						

#### Annexure-VIII

- 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 under:
  - 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 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.]"

# Annexure – IX

# **Check list**

SN	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ref no. of Offer
1	Proof of payment of EMD as per Clause-7 of ITB.		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-22 of ITB.		
3	Signed Copy of Tender Document/ Corrigenda		
4	Valid Certificates as per technical specifications of Annexure-I.		
5	Documents required as per eligibility criteria as per Clause-10 of ITB.		
6	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause-10 & 26 of ITB.		
7	Compliance of all Technical Specifications of Annexure-I, GeM Bid and ATC document.		
8	NIL deviation declarations as per Annexure- VI		
9	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.		
10	A certificate on their letterheads as per clause 23 of ITB (Annexure-VIII) shall be submitted by the bidder		
11	Bidder should have authorization (MAF) specific to this tender from respective OEM as per Annexure-II of ITB		
12	Certificate of Local Content as per Annexure-VII of ITB.		
	Document uploaded along with Financial Bid/Price Bid Only.		
1	Cost breakup of price indicating Basic rate, GST etc.		

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