

### **RailTel's Bid Specific Additional Terms & Conditions**

#### **Information to Bidder for the “Supply, Installation and Commissioning of 3KVA UPS for RailTel Western Region”**

**Ref: GeM Bid No. GEM/2025/B/6545095**

**Dated: 12.08.2025**

- 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](http://www.railtelindia.com)*

- |                         |   |
|-------------------------|---|
| TReDS feature available | Yes, on m1xchange portal<br><br>(url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> ) |
|-------------------------|---|
- 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**. **In case of any conflict or deviation between the terms, conditions, or specifications mentioned on the GeM portal and those outlined in the ATC, the provisions specified in the ATC shall prevail and shall be deemed final and binding.** The technical specifications of the UPS should conform to the parameters specified 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-II** (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 the material within **60 days** from the date of issue of GeM Contract/ LOA. If material is not supplied within the approved delivery period, a penalty of 0.5% per week on the undelivered/ uninstalled quantity, subject to a maximum of 10% of the contract value, will be levied.
    - 5.1.1 If the supplier fails to deliver the goods or any instalment thereof within the delivery period specified in the contract or any extension thereof, or repudiates the contract before the expiry of such period, the Purchaser may, without prejudice to other rights, recover from the supplier Liquidated Damages at the rate of 0.5% of the price of the undelivered goods (including applicable taxes, duties, freight, etc.) for each week or

part thereof during which the delay continues, provided the delayed delivery is accepted by the Purchaser. The total amount of LD shall not exceed 10% of the total contract value.

**5.2 Name of locations for Consignee Address: As per the Annexure-V.**

**5.3 Inspection:**

Post Receipt Inspection at consignee Site before acceptance of stores: Nominated RailTel Executive by CA.

Supplier should also submit data sheet, guarantee and fitment certificate along with the supply of materials.

**6 Estimated cost of tender & Earnest Money Deposit (EMD):**

**6.1 Estimated cost of tender:** Estimated cost of the Tender is **Rs. 1,33,29,162/-** (Incl. GST).

**6.2 Earnest Money Deposit (EMD): Rs. 2,66,600/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 11037321307, IFSC Code SBIN0001821, Bank Name: State Bank of India, Branch address: Churchgate Branch, Maharshi Karve Marg, Mumbai- 400020.

**6.2.1 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per the GeM General Terms and Conditions. However, in lieu of EMD, the bidder must submit Bid Securing Declaration (BSD) as per 'Annexure-IX.'**

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

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

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

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 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.
- 6.5 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.
- 6.6 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.
- 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.

This bid complies with "Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 or latest regarding restrictions on procurement from a bidder of a country which shares a land border with India"

## **8 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 @ **5%** of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, 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. PBG format specified in **Annexure-IV**.
- ii. The security deposit/ PBG shall be submitted to RCIL/WR, Mumbai.
- iii. 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.

**This PBG should be from a Scheduled commercial Bank (either Private or PSU) but not by any cooperative Bank or NBFC and the claim validity period shall be 1 year after PBG validity for lodging the claim.**

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 Mumbai.

**Note:**

1. Any Performance security up to 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.

## **9      Eligibility Criteria:**

### **9.1    Technical Eligibility Criteria:**

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

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

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

**Definition of similar work: Supply, SITC of UPS, Chargers, Battery Banks, Inverters in any Government/ State Government/ PSU/ Public listed Company/ reputed Telco.**

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

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/ registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case 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.

## 9.2 Financial Criteria for Bidder:

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.

- 9.3 The bidder shall submit an authorization certificate specific to this tender from the respective OEM, as per **Annexure-II**. In case the OEM itself is participating in the bid, a self-declaration to this effect shall be submitted in lieu of the authorization.
- 9.4 Bidder and OEM should Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by any other Ministry/ Department/ PSUs of the Government of India from participation in Tender Processes of all of its entities. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

## 10 Variation of Quantities at the Time of Award

- i. The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of contract. 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.

- ii. The provision of + (plus) 30% Option Clause shall be applicable as a Special Condition of Contract with a minimum purchase value of Rs. 1.5 Crores, for fixed quantity contracts, for procurement of materials of which the requirements are of continuing nature. However, such a threshold for inclusion of Option Clause may be decided by RailTel as deemed fit.

## 11 **Warranty:**

The materials are to be warranted for **1 year** from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The 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.

If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not rectified within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

The Contractor/Seller hereby covenants that it is a condition of this contract that all goods, stores, or articles furnished to the Purchaser shall be of the highest grade, free from all defects and faults, and made of the best materials, quality, manufacture, and workmanship, consistent with the established and generally accepted standards for the type ordered, in full conformity with the contract specifications, drawings, or samples (if any), and, if operable, shall operate properly.

### 11.(a) **SLA:**

After having been notified of the defects/ service requirement during warranty period, Seller has to complete the required Service/ Rectification within time limit of max. 7 days. If the Seller fails to complete service/ rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & up to max. of 100% of the Unit Price of the product. Seller 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 any running bills payable to the Supplier.

### 12 **Payment Conditions:** -

- i) 80 % of the value of the supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
  - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
  - Delivery Challan/E-way bill
  - Original Consignee receipt with GRN No.
  - Original Inspection Certificate
  - Transit Insurance Certificate
  - Warranty Certificate of OEM
  - Copy of BG/Proof of BG Submission
  - Certificate of receipt of Goods in good condition from RailTel
- ii) Balance 20% value of the part supply on 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.
- iii) Any changes in the statutory taxes & duties during the contract period shall be on RailTel account within 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.

### 13 **Notarized Affidavit**

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 notarized 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 RailTel 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).

#### **14 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/ Valid Documentary proof of exemption.
- (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 Bidder/ OEM as per Clause No. 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 in name of authorized signatory as per Clause No. 18.
- (x) NIL deviation declarations as per **Annexure- VI**.
- (xi) Declaration Regarding Minimum local content under preference to "MAKE IN INDIA" Policy as **Annexure-VII**.
- (xii) The bidder is required to submit a certificate on their letterhead, in accordance with Clause 21 of the ITB and in the format prescribed in **Annexure-VIII**.
- (xiii) Bid Securing Declaration as **Annexure-IX**.

#### **15 Offline submission:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Western Railway Microwave Complex, Senapati Bapat Marg Mahalaxmi (West) Mumbai - 400013 at any point of time whenever asked for verification. Incase original are not produced before provided due date, bid may be rejected.

## **16 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.

## **17 Insurance**

- 17.1 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 are brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- 17.2 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.

## **18 Power of Attorney**

Power of attorney 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 as per the clause-15 above.

## **19 Settlement of Disputes/ Arbitration**

- 19.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be Mumbai.
- 19.2 All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 19.3 The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

## **20 Taxes & Duties:**

- 20.1 The price quoted in the offer should be firm, fixed, indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 20.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/ SGST/ IGST/ UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 20.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 20.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 20.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay

applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

- 20.6 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/ CGST/ IGST/ UT GST along with respective HSN/ SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 20.7 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 20.8 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/ levies/ cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

## **21      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-VIII** 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.

## **22      Force Majeure:**

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An

FM clause does not excuse a party's nonperformance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

**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](http://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/2025/B/6545095**
- 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**

**Technical Specification**

S N	Description of Item	Unit	Quantity
1	Supply, Installation and Commissioning of 3KVA UPS for RailTel, Western Region.	Nos	326

**SOR item 1: UPS Technical Specifications**

SN	Particular	Specification	Compliance
1	Type of UPS	True Online Double Conversion UPS	
2	Rating in KVA	3 KVA	
3	Input Voltage	AC Single Phase 160V-280V, 50Hz on full load	
4	Output Voltage	AC Single Phase 230V +/-1% 50Hz	
5	Output Power factor	0.9 or better	
6	AC-AC Efficiency	90% or better	
7	Crest Factor	3:1 or better	
8	UPS - with or Without Battery	With Inbuilt Battery only	
9	Type of Battery	SMF VRLA	
10	Battery Back up	Minimum 30 minutes on full load (approx 6 Amp AC) with 1008 (minimum) VAH battery Size.	
11	Warranty	Minimum 1-year onsite warranty on UPS system including battery and other accessories.	
12	Installation and Commissioning	With Standard Installation and Commissioning	
13	Accessories	All required accessories including power cable, Interconnecting cables, MCBS and mounting hardware	
14	Emergency Power off function	Required	
15	Display	LCD/LED	
16	Transfer time Main-Battery	0	
17	Transfer time Inverter- Bypass	4 m sec	
18	Over Temperature, Load on Battery, Battery on Charge, Battery low, Mains on	Indication required	

<b>SN</b>	<b>Particular</b>	<b>Specification</b>	<b>Compliance</b>
19	Input AC mains and output power supply surge protection	Inbuilt EMI protection at I/P as per IEC standard.	
20	Mounting Mode	Rack Mountable	
21	Mounting Position	Horizontal	
22	Size	max upto 3 U (Horizontally placed)	
23	Humidity	0% to 95% non-condensing	
24	Operating Temperature Range	0-50 degree Cel	
25	Degree of Protection	IP20	
25 A	Mechanical Parameter	Conform to: EMI or equivalent BIS/IS standard	
25 B	Safety	Conform to: EN or equivalent BIS/IS/IEC standard	
25C	Performance	Conform to: IEC/EN or equivalent BIS/IS standard	
26	Environmental compliance	ROHS	
27	Rack Requirement	The bidder should ensure that the UPS with inbuilt battery is installed in a single 9U mountable rack.	

### **Scope of Work:**

The scope of work shall include supply, installation, and commissioning of the UPS system along with all required accessories, such as interconnecting cables, power cords, MCBS, and mounting hardware.

The installation should be of high quality and as per the prevailing industry standards in the telecom sector and should be acceptable to the concerned RailTel executive. The bidder shall ensure proper workmanship and adherence to safety and technical guidelines.

The bidder shall also be responsible for dismantling the existing UPS unit currently installed in the rack and for the proper installation of the new UPS (with inbuilt batteries and required accessories) in the same rack, as per site requirements, at no additional cost to the purchaser.

**Note: The 3 KVA Online UPS, comprising the complete system (UPS with inbuilt batteries and required accessories), is to be installed in the existing 9U racks at various railway stations. These 9U racks are pre-installed either on poles or walls, depending on the site conditions at the respective stations.**

**Bidders are advised to visit the respective site locations prior to submission of their bids to clearly understand the actual site conditions and spatial constraints. This will help**

**avoid any confusion or ambiguity during the execution of work. No claims will be entertained later on the grounds of lack of site information or space limitations.**

**Once the bid submission date is over, no further queries or clarifications shall be entertained by this office. This office shall not be held responsible for any financial loss or claim made by the bidder arising out of misinterpretation or misunderstanding of the tender conditions or site requirements at the time of bid submission.**

**Hence, bidders are advised to take all necessary precautions and make adequate arrangements—including site visits and thorough examination of tender documents—to safeguard themselves from any unforeseen circumstances that may lead to disputes or execution-related issues.**

**Annexure-II**

## **Principal Executive Director/WR**

Dated: .....

RailTel Corporation of India Ltd.

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**Subject: Manufacturer Authorization form (MAF) to M/s ..... for**

**Ref: GeM Bid No. GEM/2025/B/6545095**      **dated: 12.08.2025**

Dear Sir,

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

<sup>1</sup> See, for example, the discussion of the relationship between the U.S. and European approaches to the same problem in the following section.

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/s .....against the above-said bid.

Thanking you,  
Best regards,

## **Authorised Signatory**

**Annexure-III**

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

(To be executed in presence of Public notary on non-judicial stamp paper of the value of **Rs.100/-**. The stamp paper has to be in the name of the tenderer) \*\*

I..... (Name and designation)\*\* appointed as the attorney/ authorized signatory of the tenderer (including its constituents),

M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

as per the tender No. \_\_\_\_\_ of RailTel/WR, 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 RailTel's website [www.railtelindia.com](http://www.railtelindia.com) or GeM Portal [gem.gov.in](http://gem.gov.in). I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and 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 five year on entire RailTel. Further, I/we (*insert name of the*

*tenderer)* \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year 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 affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER**

Place:

Dated:

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

**Annexure -IV**

**Guarantee Bond for Performance Guarantee  
(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai- 400 013 (hereinafter called "the RailTel") having agreed to exempt ..... **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between ..... and RailTel Corporation of India Limited, for ..... [Name of Work/Supply of Materials] (hereinafter called "the said Agreement") of **Performance Guarantee** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rs. .... Only). We, ..... (indicate the name of the Bank and address) hereinafter referred to as "the Bank" at the request of M/s..... Contractor(s) do hereby undertake to pay the **RailTel** an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, ..... Bank (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said.   
Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... Bank (indicate the name of the Bank and address) undertake to pay to the **RailTel** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

4. We, ..... Bank (indicate the name of the Bank and address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by

virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.

5. We, .....(indicate the name of the Bank and address) further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the **RailTel** against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of **RailTel** or any indulgence by the **RailTel** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.
8. Notwithstanding anything contained herein,
  1. Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)
  2. This Bank Guarantee shall be valid up to .....and
  3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon us a written claims or demand or before ..... (date of expiry of guarantee).

Dated the day of 2025 for

.....  
(Indicate the name of the Bank)

Witness:

1. Signature Name
2. Signature Name

**Annexure - V****Consignee Details:**

<b>SN</b>	<b>Consignee Location</b>	<b>RailTel Territory</b>	<b>State</b>	<b>Qty (Nos.)</b>
1	Airoli	Mumbai Territory	Maharashtra	3
2	Juinagar	Mumbai Territory	Maharashtra	1
3	Khandeshwar	Mumbai Territory	Maharashtra	1
4	Kharghar	Mumbai Territory	Maharashtra	1
5	Koparkhairane	Mumbai Territory	Maharashtra	1
6	Mansarovar	Mumbai Territory	Maharashtra	2
7	Nerul	Mumbai Territory	Maharashtra	3
8	Panvel	Mumbai Territory	Maharashtra	5
9	Pen	Mumbai Territory	Maharashtra	1
10	Rabale	Mumbai Territory	Maharashtra	1
11	Roha	Mumbai Territory	Maharashtra	1
12	Seawoods-Darave	Mumbai Territory	Maharashtra	2
13	Taloja Panchand	Mumbai Territory	Maharashtra	1
14	Turbhe	Mumbai Territory	Maharashtra	2
15	Vangaon	Mumbai Territory	Maharashtra	2
16	Dahanu	Mumbai Territory	Maharashtra	3
17	Surat	Mumbai Territory	Gujarat	3
18	Karambeli	Mumbai Territory	Gujarat	1
19	Churchgate	Mumbai Territory	Maharashtra	1
20	Marine Lines	Mumbai Territory	Maharashtra	2
21	Churny Road	Mumbai Territory	Maharashtra	2
22	Grant Road	Mumbai Territory	Maharashtra	2
23	Bombay Central	Mumbai Territory	Maharashtra	3
24	Lower Parel	Mumbai Territory	Maharashtra	2
25	Prabhadevi	Mumbai Territory	Maharashtra	1
26	Dadar Western	Mumbai Territory	Maharashtra	3
27	Matunga Road	Mumbai Territory	Maharashtra	1
28	Mahim	Mumbai Territory	Maharashtra	2
29	Santacruz	Mumbai Territory	Maharashtra	2
30	Vile Parle	Mumbai Territory	Maharashtra	1
31	Andheri	Mumbai Territory	Maharashtra	4
32	Jogeshwari	Mumbai Territory	Maharashtra	2
33	Rammandir	Mumbai Territory	Maharashtra	2
34	Malad	Mumbai Territory	Maharashtra	2
35	Goregaon	Mumbai Territory	Maharashtra	2
36	Kandivali	Mumbai Territory	Maharashtra	2
37	Borivali	Mumbai Territory	Maharashtra	4
38	Dahisar	Mumbai Territory	Maharashtra	1
39	Mira Road	Mumbai Territory	Maharashtra	1
40	Bhynder	Mumbai Territory	Maharashtra	4

41	Naigaon	Mumbai Territory	Maharashtra	1
42	Vasai Road	Mumbai Territory	Maharashtra	4
43	Nallasopara	Mumbai Territory	Maharashtra	1
44	Virar	Mumbai Territory	Maharashtra	3
45	King Circle	Mumbai Territory	Maharashtra	2
46	Kelve Road	Mumbai Territory	Maharashtra	2
47	Vaitarna	Mumbai Territory	Maharashtra	2
48	Palghar	Mumbai Territory	Maharashtra	2
49	Saphale	Mumbai Territory	Maharashtra	2
50	CSTM	Mumbai Territory	Maharashtra	9
51	Byculla	Mumbai Territory	Maharashtra	3
52	Dadar Central	Mumbai Territory	Maharashtra	5
53	Kurla	Mumbai Territory	Maharashtra	5
54	Wadala Road	Mumbai Territory	Maharashtra	3
55	LTT	Mumbai Territory	Maharashtra	3
56	Chembur	Mumbai Territory	Maharashtra	1
57	Ghatkopar	Mumbai Territory	Maharashtra	1
58	Mulund	Mumbai Territory	Maharashtra	3
59	Thane	Mumbai Territory	Maharashtra	7
60	GTBN	Mumbai Territory	Maharashtra	1
61	Kanjur Marg	Mumbai Territory	Maharashtra	2
62	Tilak Nagar	Mumbai Territory	Maharashtra	2
63	Bhandup	Mumbai Territory	Maharashtra	3
64	Cotton Green	Mumbai Territory	Maharashtra	1
65	Dockyard Road	Mumbai Territory	Maharashtra	1
66	Kopar	Mumbai Territory	Maharashtra	1
67	Sandhurst Road	Mumbai Territory	Maharashtra	1
68	Mankhurd	Mumbai Territory	Maharashtra	1
69	Kalyan	Mumbai Territory	Maharashtra	5
70	Dombivali	Mumbai Territory	Maharashtra	4
71	Badlapur	Mumbai Territory	Maharashtra	2
72	Shelu	Mumbai Territory	Maharashtra	1
73	Vangani	Mumbai Territory	Maharashtra	1
74	Ulhasnagar	Mumbai Territory	Maharashtra	2
75	Bhivpuri	Mumbai Territory	Maharashtra	1
76	Karjat	Mumbai Territory	Maharashtra	1
77	Ambernath	Mumbai Territory	Maharashtra	2
78	Vitthalvadi	Mumbai Territory	Maharashtra	1
79	Thakurli	Mumbai Territory	Maharashtra	2
80	Shahad	Mumbai Territory	Maharashtra	2
81	Ambivali	Mumbai Territory	Maharashtra	2
82	Khadvali	Mumbai Territory	Maharashtra	2
83	Vasind	Mumbai Territory	Maharashtra	2
84	Asangaon	Mumbai Territory	Maharashtra	1
85	Atgaon	Mumbai Territory	Maharashtra	1

86	Khardi	Mumbai Territory	Maharashtra	1
87	Kasara	Mumbai Territory	Maharashtra	2
88	Sewri	Mumbai Territory	Maharashtra	1
89	Masjid	Mumbai Territory	Maharashtra	1
90	Vikhroli	Mumbai Territory	Maharashtra	1
91	Bhiwandi	Mumbai Territory	Maharashtra	2
92	Diva	Mumbai Territory	Maharashtra	4
93	Mumbra	Mumbai Territory	Maharashtra	2
94	Kalwa	Mumbai Territory	Maharashtra	2
95	Nahur	Mumbai Territory	Maharashtra	1
96	Chinchpokli	Mumbai Territory	Maharashtra	1
97	Currey Road	Mumbai Territory	Maharashtra	1
98	Karambeli	Mumbai Territory	Gujarat	1
99	Valsad	Mumbai Territory	Gujarat	2
100	Vapi	Mumbai Territory	Gujarat	1
101	Ankleshwar	Ahmedabad Territory	Gujarat	1
102	Bharuch	Ahmedabad Territory	Gujarat	2
103	Vadodara	Ahmedabad Territory	Gujarat	3
104	Gandhidham	Ahmedabad Territory	Gujarat	2
105	Bhuj	Ahmedabad Territory	Gujarat	2
106	Viramgam	Ahmedabad Territory	Gujarat	1
107	Ahmedabad	Ahmedabad Territory	Gujarat	4
108	Kanij	Ahmedabad Territory	Gujarat	1
109	Mahemadabad	Ahmedabad Territory	Gujarat	1
110	Rajkot	Ahmedabad Territory	Gujarat	2
111	Surendranagar	Ahmedabad Territory	Gujarat	2
112	Jamnagar	Ahmedabad Territory	Gujarat	2
113	Veraval	Ahmedabad Territory	Gujarat	2
114	Betul	Nagpur Territory	Madhya Pradesh	2
115	Durg	Nagpur Territory	Chhattisgarh	3
116	Gondia	Nagpur Territory	Maharashtra	4
117	Bhusawal	Nagpur Territory	Maharashtra	3
118	Manmad	Nagpur Territory	Maharashtra	3
119	Akola	Nagpur Territory	Maharashtra	3
120	Nagpur	Nagpur Territory	Maharashtra	5
121	Chandrapur	Nagpur Territory	Maharashtra	2
122	Ballarshah	Nagpur Territory	Maharashtra	3
123	Wardha	Nagpur Territory	Maharashtra	2
124	Badnera	Nagpur Territory	Maharashtra	2
125	Shegaon	Nagpur Territory	Maharashtra	1
126	Khandwa	Nagpur Territory	Madhya Pradesh	2
127	Burhanpur	Nagpur Territory	Madhya Pradesh	2
128	Amravati	Nagpur Territory	Maharashtra	3
129	Nasik Road	Nagpur Territory	Maharashtra	3
130	Jalgaon	Nagpur Territory	Maharashtra	2

131	Chalisgaon	Nagpur Territory	Maharashtra	2
132	Rajnandgaon	Nagpur Territory	Chhattisgarh	1
133	Kota	Bhopal Territory	Rajasthan	1
134	Ujjain	Bhopal Territory	Madhya Pradesh	2
135	Chittorgarh	Bhopal Territory	Rajasthan	1
136	Ratlam	Bhopal Territory	Madhya Pradesh	3
137	Indore	Bhopal Territory	Madhya Pradesh	3
138	Sagaur	Bhopal Territory	Madhya Pradesh	2
139	Sawai Madhopur	Bhopal Territory	Rajasthan	1
140	Bhopal	Bhopal Territory	Madhya Pradesh	4
141	Vidisha	Bhopal Territory	Madhya Pradesh	4
142	Jabalpur	Bhopal Territory	Madhya Pradesh	2
143	Katni	Bhopal Territory	Madhya Pradesh	3
144	Damoh	Bhopal Territory	Madhya Pradesh	2
145	Maihar	Bhopal Territory	Madhya Pradesh	2
146	Rewa	Bhopal Territory	Madhya Pradesh	2
147	Satna	Bhopal Territory	Madhya Pradesh	2
148	Bina	Bhopal Territory	Madhya Pradesh	3
149	Itarsi	Bhopal Territory	Madhya Pradesh	4
150	Hoshangabad	Bhopal Territory	Madhya Pradesh	1
151	Pipariya	Bhopal Territory	Madhya Pradesh	2
152	Nagda	Bhopal Territory	Madhya Pradesh	2

**Note 1:** In case of any discrepancy between the list of consignees mentioned on the GeM portal and the one provided in the ITB, the consignee list mentioned in the ITB shall prevail and be considered final.

**Note 2:** The locations/ stations mentioned above are tentative and subject to change. The successful bidder shall confirm the final delivery/ installation locations with complete addresses from RailTel after the award of the contract. RailTel reserves the right to modify the locations within the Western Region, and the supplier shall be obligated to supply and commission the material at the locations specified by RailTel.

**Annexure-VI**

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

To,  
 Principal Executive Director/WR  
 RailTel Corporation of India Ltd.  
 Mahalaxmi, Mumbai-400013

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No. GEM/2025/B/6545095      Dt 12.08.2025**

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**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017  
DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

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To,

(Write Name & Address of Officer of RCIL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/GeM Bid No: .....  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per RCIL Guidelines shall be initiated against the bidder.

**Annexure – VIII**

**Land Border Sharing Declaration**

- 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 percent. 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**

Note: Bidders exempted from submission of bid security are required to submit this form.

**Bid Securing Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_  
[Address and Contact Details]

To,  
Principal Executive Director/WR  
RailTel Corporation of India Ltd.  
Mahalaxmi, Mumbai-400013

**Ref: GeM Bid No. GEM/2025/B/6545095**

**dated: 12.08.2025**

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) Being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - b. Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - c. Fail or refuse to sign the contract.

**We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:**

- 3) Receipt by us of your notification
  - a. of cancellation of the entire tender process or rejection of all bids or
  - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative:

Name of Firm:

Date:

**Annexure – X****CHECKLIST FOR SUBMISSION OF OFFER**

<b>SN</b>	<b>Required documents</b>	<b>Remarks</b>
1	Earnest Money Deposit (On line payment)/ Valid Documentary proof of exemption as per Clause-6 of ITB.	
2	Notarized affidavit on a non-judicial stamp paper ( <b>Rs.100/-</b> ) as per <b>Annexure-III</b>	
3	SOR Item Technical Specification compliance ( <b>Annexure-I</b> )	
4	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 <b>Annexure-II (MAF)</b> ./ <b>Self declaration of OEM</b>	
5	Proforma for Nil Deviation Component Compliance Undertaking Letter ( <b>Annexure-VI</b> )	
6	Declaration Regarding Minimum local content under preference to “MAKE IN INDIA” Policy as <b>Annexure-VII</b>	
7	The bidder is required to submit a certificate on their letterhead, in accordance with Clause 21 of the ITB and in the format prescribed in <b>Annexure-VIII</b> .	
8	<b>Bid Securing Declaration</b> - Bidders exempted from submission of bid security as per <b>Annexure-IX</b>	
9	If the Firm is registered with MSME/NSIC, the Valid Certificate with same scope of work as per Tender	
10	Clause wise compliance along with all mentioned documents/ annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.	
11	Technical Eligibility Criteria (as per Clause No.9.1) documents along with completion certificate	
12	Financial Eligibility Criteria (Turnover Certificate along with Certified copies of audited balance sheets/ annual reports of last three preceding financial years) (as per Clause No.9.2)	
13	Bidder and OEM Undertaking – Non Blacklisting (as per Clause No.9.4)	
14	Compliance for Delivery Period (as per Clause No. 5)	
15	Compliance for Warranty Period (as per Clause No.11)	
16	Complete technical data and particulars of the equipment offered, as specified in the Tender	
17	GST Registration Details	
18	Duly notarized Power of Attorney in name of authorized signatory	
19	Upload Signed Copy of ITB, GeM Bid/ Corrigenda/ Addenda	

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