

RailTel's Bid-Specific Additional Terms & Conditions**Information to Bidder for the "Supply & Installation of Air Conditioner for backbone PoPs under Bhubaneswar and Ranchi Territories of RailTel, Eastern Region"**

Ref: GeM Bid No. GEM/2024/B/4767371

Dated: 12.03.2024

1. In the case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
2. Equipment offered shall have complete data sheets and detailed descriptions on OEM websites. The bidder shall provide the complete details in their bid.
3. GSTIN ID of the vendor should be provided from where goods will be supplied.
4. **Delivery Period, Consignee Address, and inspection**
5. **Delivery & Installation Period:** The supplier will have to supply and install the Air-conditioner within 45 days from the date of issue of the confirmed PO. If material is not supplied within the approved delivery period, then a penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to 10% of the contract value will be levied.

Note: Supplier should also submit internal test report, guarantee, and fitment certificate along with the supply of materials.

6. Delivery & Installation Address:**6a. Bhubaneswar Territory:**

| Srl. No. | Station Name/ RailTel PoP Name | Qty. machine to be supplied and Installed | Address |
|----------|-----------------------------------|--|--|
| 1 | Bhubaneswar | 1 No. Split AC (2T) | RailTel Corporation of India Limited, 1st Floor, Annex Building, B Block, Rail Vihar, Chandrashekharpur, Bhubaneswar - 751023 |
| 2 | Khurda Road | 2 Nos. Split AC (2T) | RailTel Corporation of India Limited POP, Railway Telecom Exchange, Near DRM building, Jatni, District: Khurda, PIN: 752050 |
| 3 | Balugaon | 1 No. Split AC (2T) | RailTel Corporation of India Limited POP, Near Railway Telecom Exchange, Balugaon Platform 1, Balugaon Railway Station. PIN: 752030 |
| 4 | Paradeep | 1 No. Split AC (2T) | RailTel Corporation of India Ltd. OFC POP, Railway Colony, Paradeep ,Dist.- Jagatsinghpur, PIN-754120. |
| 5 | Angul | 1 No. Split AC (2T) | RailTel Corporation of India Ltd. OFC Hut, Near Angul Railway Station, Angul, Odisha, Pin - 759143 |

| | | | |
|---|------------|------------------------|---|
| 6 | Gorakhnath | 1 No. Split AC (2T) | RailTel Corporation of India Ltd OFC POP, Gorakhnath Railway Station, Dist. - Jagatsinghpur,PIN-754104 |
| 7 | Balasore | 1 No. Split AC (2T) | RailTel Corporation of India Ltd OFC POP Near Balasore Railway station . Dist.- Balasore, Odisha 756001. |
| 8 | Brahmapur | 1 No. Split AC (2T) | RailTel Corporation of India Ltd OFC hut, Near RMS, Brahmapur Railway Station. PIN: 760005 |
| 9 | Sambalpur | 1 No. Split AC (2T) | RailTel Corporation of India Ltd Office, DRM Office Building, Sambalpur Railway Station, Khetrajpur,Dist-Sambalpur, Pin-768003 |

6b. Ranchi Territory:

| Srl. No. | Station Name/ RailTel PoP Name | Qty. machine to be supplied and Installed | Address |
|----------|-----------------------------------|--|--|
| 1 | Ranchi | 4 Nos. Split AC (2T) | RailTel Corporation of India Ltd.Ranchi Territory Office, Opp. Ranchi Railway Station, PO Chutia, Jharkhand Pin code – 834 001. |
| 2 | Barkakana | 1 No. Split AC (2T) | RailTel Corporation of India Ltd., Barkakana Station OFC Room, Near Barkakana Control Room, Distt. Ramgarh, Jharkhand, Pin Code - 829102 |
| 3 | Ray | 1 No. Split AC (2T) | RailTel Corporation of India Ltd., Ray Station OFC Room, Distt. Ranchi, Jharkhand - 829209 |
| 4 | Charhi | 1 No. Split AC (2T) | RailTel Corporation of India Ltd., Charhi Station OFC Room, Charhi, National Highway 33, Jharkhand - 825336 |
| 5 | Bokaro Steel City | 1 No. Split AC (2T) | RailTel Corporation of India Ltd., VHF Station, South Eastern Railway, Bokaro Steel City – 827 010. Jharkhand State |
| 6 | Muri | 2 Nos. Split AC (2T) | RailTel Corporation of India Ltd., VHF Station, South Eastern Railway, Muri – 835101, Distt. Ranchi, Jharkhand State |
| 7 | Dhalbhumgarh | 2 Nos. Split AC (2T) | RailTel Corporation of India Ltd., Dhalbhumgarh Railway Station, East Singhum Distt., Jharkhand State, Pin code - 832302 |

| | | | |
|---|----------|----------------------------|--|
| 8 | Kotshila | 2 Nos. Split AC (2T) | RailTel Corporation of India Ltd., SSE (Tele) Office (OFC Room), In front of RPF Barrack, Kotshila Railway Station, PO Jiudaru, PS Kotshila, Distt. Purulia, Pin Code – 723 213. West Bengal |
|---|----------|----------------------------|--|

7. Estimated cost : Rs. **14,37,048/-** (Incl. GST)

8. **Earnest Money Deposit (EMD): Rs. 28,800/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account Beneficiary Name: RailTel Corporation of India Limited Account No. : 401601010519491, IFSC Code UBIN0540161, Bank Name: Union Bank of India, Chowringhee Road Branch, Branch address: 1/1, Camac Street, Ground Floor, Kolkata – 700016.

EMD can also be submitted in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of "RailTel Corporation of India Ltd." payable at Kolkata.

Proof of payment shall be submitted online on GeM portal and if EMD is submitting in the form of Demand Draft/Pay Order/Banker's Cheque, the original should reach at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 within the date of opening of GeM Bid.

The Bid received without EMD/ documentary proof of exemption of EMD as per GeM Terms & Conditions will be summarily rejected.

9. This bid complies with the "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 MSME."

The bidders claiming the preference have to submit relevant documents prescribed under the relevant order.

10. **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 in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial Bank (either private or PSU but not from any cooperative bank or NBFC) is required to be submitted within 30 days of issue of Purchase Order with validity of 90 days 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-III**
- ii. The security deposit/PBG shall be submitted to RailTel Corporation of India Ltd., Kolkata.
- 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.
- iv. 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 Kolkata.

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.

11. Eligibility Criteria:

11.1 Technical Eligibility for Bidder:

- a. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- (i) In case of tenders for composite Contracts tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

(Note: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria).

- (ii) In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Similar Work- Work of Supply/Supply, Installation & Commissioning of Air conditioner.

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 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.

Bidder should not have been banned/blacklisted by any Govt./Semi Govt./ PSU/ State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the OEM.

The certificates from actual user/s have to be submitted for this purpose along with the bid. **The certificates thus submitted should contain the following details:**

| SN | User (Customer Name) | Signatory or Authorized contact person of the user | | | Model/Type of eqpt. | Qty. | Period |
|----|----------------------------|---|-------------|--------------|------------------------|------|--------|
| | | Name | Contact No. | E-mail Id | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |

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

11.2 **Financial Criteria for Bidder:**

The bidder should have a minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for the current year, the Statutory Auditor's certificate for turnover of the current year up to the date of the bid opening for which Balance Sheet/P&L may not be available. In case of a photocopy of the Balance Sheet/P&L, the same should be certified by Chartered Accountant as true copy.

11.3 The bidder should have authorization specific to this tender from the respective OEM as per **Annexure-I**.

11.4 The bidder should have a registered office in India for a minimum period of 3 years as on the schedule date of bid opening. A certificate of incorporation will have to be submitted.

11.5 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

(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).

12 **Splitting of Quantity:** Not Applicable.

13 **Evaluation Criteria:**

- i. The bidder shall quote the equipment prices as per the price format given in the tender.
- ii. Bidder should quote for all the items. Non-quoting for all items will render the bid invalid and will not be considered for evaluation.
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis and installation cost which will include basic rate, GST, freight, insurance, inspection charges and any other charge or cost quoted by the tenderer.
- iv. Offers from the tenderer not meeting the eligibility criteria will not be considered.

Note: 1. RailTel may discharge the tender at any stage without assigning any reason.

14. **Variation of Quantities at the Time of Award**

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

15. **Warranty:**

- 15.1 The material is to be warranted for 5 years from the date of delivery & installation. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 15.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within 72 Hrs., 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.
- 15.3 Replacement under the warranty clause shall be made by the contractor free of all charges at the site including freight, insurance, and other incidental charges.
- 15.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable,

operate properly.

- 15.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period after their delivery from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 15.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 18 shall apply.
- 15.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
16. **Long Term Maintenance Support:**
Not applicable

17. **Payment Conditions: -**

Payment will be done after submission of the following documents:

- i. Tax Invoice.(GST amount on the invoice should be reflected on the GST portal for the invoice raised as per due date) (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN)
- ii. Delivery Challan
- iii. E-way bill
- iv. Inspection Certificate by the consignee
- v. Consignee's receipt
- vi. Warranty guarantee certificate of OEM
- vii. Performance Bank Guarantee
- viii. Installation report

100% on part supply of Equipment at site and installation duly inspected and accompanied with above-mentioned documents.

18. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and that all their

statement/documents submitted along with bid are true and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. **Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify the 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 the Tender Committee to scrutinize beyond the submitted document of the 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).

19. **Online Submissions:**

The bidder is required to upload and submit the following documents on line before the 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 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 11 respectively.
- (vii) MAF/OEM Authorization as per **Annexure-I**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-II**.
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 18.

20. **Offline submission:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 at any point of time whenever asked for verification. Incase original are not produced before due date, bid may be rejected.

21. **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 60% 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 for FY 2020-21. 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. Further the bidder shall 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. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

22. Insurance

22.1 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.

23. 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 equipment are handed over to the purchaser.

24. Constitution of Firm and Power of Attorney

24.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing :-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

24.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

24.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

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

24.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

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.

•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/2024/B/4767371**.

- 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.

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

Dated:

**Regional General Manager,
Eastern Region
RailTel Corporation of India Ltd.**
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**Subject: Manufacturer Authorization form (MAF) to M/s..... for
.....
Ref: GeM Bid No. GEM/2024/B/4767371 dated: 12.03.2024**

Dear Sir,
We, M/s....., are an established and reputed manufacturer and service provider of
..... (Product details), having our registered office at
.....
We hereby authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon
award of the bid to execute the supply, 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-II

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 Corporation of India Ltd., Eastern Region 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 or GeM Portal 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 railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and 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 years on entire RailTel Corporation of India Ltd. 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 years on entire RailTel Corporation of India Ltd.

**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 - III

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(to be stamped in accordance with the stamp act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated made between..... and..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We,.....bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.
4. We,..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time

