

Additional Terms and Conditions

Name of the work: "Procurement of 2T AC with Timer and 5KVA Stabilizer as per SOR and Technical Specification" BID NO: GEM/2023/B/4166423

GEM Bid No: GEM/2023/B/4166423

Dated: 03-11-2023

1. The item/items in this bid should be quoted as per the technical specifications.
2. The bidder should be either OEM or his authorized dealer/distributor.
 - a. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. The firm shall submit MAF as per FORM-III.
 - b. If OEM is quoting, then OEM should submit the certificate.
3. Bidders are required to submit duly filled and signed technical compliance for the Technical Specifications.
4. The bidder shall upload the compliance of this ATC along with GEM Bid.
5. **Eligibility Criteria**

i) Technical Eligibility Criteria:

- 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.

Offers not accompanied by copies of POs and work completion certificate (user certificate in the format of Form no.1) are liable to be rejected.

Similar Work: Supply, Installation & Commissioning of ACs.

ii) Financial Eligibility Criteria:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, 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.

(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).The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Access Point and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed item are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted offline.

(The bidder will have to submit the proof of establishment for the facility).

- 6. Earnest Money Deposit (EMD):** ₹ 62,300/- through payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 33946516594, IFSC Code SBIN0020299, Bank Name: State Bank of India, Branch address: Veer Chambers, Ranga Reddy District, Begumpet – 500016. The Bid received without EMD will be summarily rejected.

Note: Firms registered with UDYAM certification for the tendered item / work is exempted from submission of EMD. As per extant policy of MSE Firms claiming for the above exemptions under UDYAM certification have to submit supporting documents for the exemption of EMD.

- 7. Warranty:** The materials are to be warranted for **42 months** from date of supply or **36 months** from date of Installation whichever is earlier.
- 8. Completion Period of Work:** The work should be complete within **45 days** from the date of issue of GeM Contract.

9. Consignee Details:

As per Annexure -A

10. Tender Clarification:

Contact Person:

Venkat Rao: 9866247962

Manikantan: 7032915139

11. Schedule of Requirement (SOR):

SN	Description	UOM	Qty	Unit Rate Incl. freight, insurance, Loading & unloading (in Rs.)	GST %	All Inclusive Rate (in Rs.)	Total Amount (AIR * Qty in Rs.)
1	Supply of 2 Ton split Air Conditioners with in-built timer.	Nos	52				
2	Supply of Accessories (Copper pipes, Power Cables, Drain Pipes, etc.)	sets	52				
3	Supply & fixing of Stabilizer 5KVA	Nos	52				
4	Supply & fixing of MS Stands	sets	52				
5	Installation of 2T split AC with accessories	Nos	52				
Total Amount (All Inclusive)							

12. Security deposit (SD): The successful tenderer shall submit **5%** of total value of the stores/works detailed in the Acceptance Offer towards security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract. The instrument shall be valid for three months beyond the warranty period. The security deposit shall be released after successful completion of contract including warranty period, 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 favour of “RailTel Corporation of India Ltd” payable at Secunderabad only, within 30 days of issue of purchase order.

13. PBG: In case, successful tenderer wishes to furnish security deposit in the form of Performance Bank Guarantee of value equal to Security Deposit, the same should be submitted within 30 days of issue of purchase order, failing which a penalty 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. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance security Bond will be discharged by the Purchaser after completion of the supplier’s performance obligations including any warranty obligations under the contract. PBG format specified in FORM – IV

Note: 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.

Important: SFMS Confirmation of the BG should be on **MT 760** format only.

14. In case, if there is any contradiction between GeM Bid and Additional Terms & Conditions, RailTel’s Bid Specific Additional Terms & Conditions will prevail.

15. Payment Terms: Payment will be done after submission of the following documents:

(A) On Supply: 80% payment against value of supplied items on receipt by the consignee at site duly inspected and accompanied with below mentioned documents.

- i. Tax Invoice for supply items
- ii. E-way bill
- iii. Delivery Challan duly accepted by Consignee.
- iv. Inspection certificate
- v. Warranty certificate of OEM
- vi. Insurance Certificate
- vii. Certificate for Fall Back clause.
- viii. Contractor’s Certificate of dispatch
- ix. Performance bank guarantee as per clause no.5.1
- x. On receipt of materials at site with ERP generated GRN No.

(B) On Installation: Balance 20% payment against value of supplied items and 100% payment of installation charges on successful installation & commissioning at site and accompanied with below mentioned documents.

- i. Tax Invoice for supply items
- ii. Satisfactory installation certificate by EIC

Bidder has to install and commission the equipment within 30 days from the 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. 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.

Note: Payment will be released only when GST amount is reflected on GST Portal against invoices processed for payment.

16. Bill Passing & Paying Authority:

Bill Passing Authority is GM/TM Respective Territory of Region & Bill paying authority are Associated Finance of region. Bills to be submitted to respective Territory Managers for payment.

S.No.	Territory	Bill passing Authority Territory Managers	Territory Billing Address	O&M SPOC for the territory
1	SC	JGM/SC&BZA	Railtel Corporation of india Ltd, 2nd Floor, B-block, Railnilayam, Secunderabad, Hyderabad, Telangana,500071 - TS State- 36AABCR7176C1ZE	K. Rajasekhar DGM(POM)/SC& BZA 9959094635
2	ERS	JGM/ERS	RailTel Corporation of India Ltd, Eastern entry tower, Ernakulam South Railway Station, Kochi, Ernakulam, Kerala, 682016 -Kerala state- 32AABCR7176C1ZM	Ajith Kumar AGM/ERS 9746769882
3	MAS	GGM/MAS	RailTel Corporation of india Ltd,4th Floor, 275E, Southern Railway, Egmore, Chennai, Tamil Nadu, 600008 - Tamilnadu state- 33AABCR7176C1ZK	David Prabhakar AGM/MAS 9840146780
4	SBC	Addl.GM/SBC	RailTel Corporation of India Ltd,6/1,12th main, Vasanth Nagar, Palace Road, Bengaluru (Bangalore) Urban, Karnataka, 560052 - Karnataka state- 29AABCR7176C1Z9	Mahesh Kumar Gupta Sr.Mgr/SBC 9008032897
5	BZA	JGM/SC&BZA	RailTel Corporation of india Ltd,Guntur Railway station premises, DRM Office, Railway Micro Wave Station, Pattabipuram, Guntur, Andhra Pradesh, 522006 - AP State- 37AABCR7176C1ZC	K. Rajasekhar DGM(POM)/SC& BZA 9959094635
6	SC	JGM/SC& BZA	Railtel Corporation of india Ltd, 2nd Floor, B-block, Railnilayam, Secunderabad,	K. Rajasekhar DGM(POM)/SC& BZA

			Hyderabad, Telangana,500071 - TS State- 36AABCR7176C1ZE	9959094635
--	--	--	---	------------

17. The tenderer 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 Form-V. Submission of an affidavit by the bidder is essential for finalization of contract. 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 RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railtel/Railway there under.

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)for 3years.

18. Online Submissions:

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

- i.** EMD.
- ii.** Clause wise compliance along with all mentioned documents/Forms for all clauses of GeM Bid and ATC (Information to bidder) documents.
- iii.** Data Sheet of offered item/equipment.
- iv.** Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- v.** Technical Compliance of all Specification of items as per ATC documents.
- vi.** Proof of document required against Eligibility criteria of OEM (or) Authorized bidder of OEM as applicable.
- vii.** Statement of deviation as per **Form-II**
- viii.** MAF/OEM Authorization as per **Form-III**
- ix.** Notarized affidavit on a non-judicial stamp paper as per **Form-V**.
- x.** Notarized Power of Attorney in name of authorized signatory

19. Offline documents:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Stop, Begumpet – 500016 **at any point of time whenever asked for verification by RailTel.**

20. Insurance:

- i. 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.
- ii. 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 and I&C of the same.

21. Constitution of Firm and Power of Attorney:

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.

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.

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.

In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated of 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.

The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per clause 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.
- 2) Information to Bidder viz. corrigendum / addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2023/B/4166423**.
- 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 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 there is 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.

22. DENIAL CLAUSE - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

23. Liquidated damages: @0.5% per week or part thereof (with a maximum ceiling of 10% of the order value), shall be applicable if the delivery is not affected within the stipulated delivery period/completion period.

24. Trade Receivables Discount System (TreDS):

TReDS feature available	Yes, on m1xchange portal. (Url: http://www.m1xchange.com)
-------------------------	--

i. RailTel is registered with m1xchange TReDS Platform having Buyer registration "BUYER00001496". The URL for m1xchange platform is <http://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1change 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 availing TReDS facility.

ii. MSE vendor will bear all costs relating to availing the facility of discounting on TreDS platform including but not limited to registration chargers, Transaction chargers for financing, discounting charges, interest on financing, or any other chargers known by any name shall be borne by MSE vendor.

iii. MSE vendor hereby agree to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, 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 or 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.

iv. RailTel shall not be liable for any special, indirect, punitive, incidental, or consequential damages whatsoever (including but not limited to damages 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.

25. Inspection:

Inspection after receipt of material by consignee against guarantee certificate & Test certificate of OEM.

- i. The supplier/manufacturer shall submit the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- ii. In case material/equipment fails during inspection or during installation, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier.
- iii. The Inspection shall be carried out as per the specifications of OEM.

- iv. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

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

Technical Specification**(A) Technical Specifications for Air Conditioning System:**

Air conditioner Supplied shall comply to IS 1391 (Part 2):2018 or latest with General Requirement as below:

Capacity:	2 Ton(s)
BEE Rating:	3/4/5 stars.
AC Type:	Inverter Split
Usage:	Telecom Room/PoP
Warranty:	Minimum 3 Year(s) for Air conditioner, 3 Year on PCB and 8 years for compressor unit
Compressor type	Scroll/Rotary
Features:	Anti-Fungal, Backlight, Copper tubes (Inner Grooved), Cross Flow, Filter (Anti Dust), Fin Hydrophilic Aluminium , LCD Remote, Lock, Reset, etc.
Timers:	In built
Auto Restart:	Required
Sleep Mode:	Required
Remote Control:	Required (LCD)
Panel Display	Required (LCD)
Dehumidification:	Required
Airflow	Minimum 800 CFM/TR
Noise Level	Max 60 dB(A)
Eco Friendly Refrigerant	R-32/R410A
Cooling Capacity	Min 21,000 BTU
Nominal Current	Max 10 A
Motor Protection	IP 52 or better
Turbo Cool	Yes
Electrical data-Supply with variation	Range (180-270 V, Single Phase),50 Hz

Technical Specifications for Air Conditioning Timer (controller based):

- i) Controller should be Microprocessor based system, which should control operations of multiple A/Cs.
- ii) 3-Digit LED Display to view Temperature.
- iii) Accurate Temperature sensing with good quality Thermistor.
- iv) Separate set points for Room Temp. of A/C 1, A/C 2.
- v) Room Temperature with High Alarm Indication. (Above High Temp. set point).
- vi) High Temperature set point user settable.
- vii) Changeover Cycle Time in tens of minutes, user settable.
- viii) Password Protection for parameter set points.
- ix) Separate potential free contacts for 'High Temperature Alarm.'
- x) A/C ON Indication by LED on Front Panel.

(B) Technical Specifications for Stabilizer:

- i) Capacity: 05 KVA
- ii) Input voltage range 130-270V/AC.
- iii) With high and low voltage trip circuit.
- iv) Voltmeter to read input and output voltage.
- v) Wall mountable stabilizer.
- vi) Output voltage range 220V-240V.

(C) Installation:

- a. Installation of outdoor unit on masonry huts/pre-fabricated huts/walls of all types, etc.
- b. Installation of indoor unit on masonry huts/pre-fabricated huts/walls of all types, etc.
- c. Installation of stabilizer with appropriate fixing as per the site conditions.

(D) Accessories:

Length of copper pipes, power cables & drainpipes are as per the site conditions.

(E) Marking:

The marking on the system shall carry the following minimum information on the front/side/top panel of the system as indicated by RailTel.

- a) Manufacture's name , date & year of production.
- b) Serial number:
- c) Model no.
- d) Capacity:
- e) RailTel Logo



FORM-I

QUALIFYING CRITERIA USER'S CERTIFICATE

Name of the Firm Contract No. & date

Scope of Work:

Contract Amount (in Indian Rupees):

Completion Period as per contract Data of Commencement:

Actual date of Successful Completion:

Quality of work : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

E-mail id:

Contact No:

FORM-II**PROFORMA FOR STATEMENT OF DEVIATIONS**

(1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks
		(Including justification)

(2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks
		(Including justification)

Signature and seal of the Tenderer

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

FORM-III
Manufacturer Authorization form (MAF)

ED/SR,

Dated:

RailTel Corporation of India Ltd.

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

_____.

Ref: GeM Bid No. _____.

Dear Sir,

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

We hereby authorize M/s _____ (Bidder name), Office _____ to participate in bid and subsequently upon award of the bid to execute the supply 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,

Authorized Signatory

FORM-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, 6A, 6th Floor, Gumidelli Towers, Begumpet, Hyderabad-50016 (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 _____ **[LOA/GeM Contract 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 fulfilment 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 RailTel an amount not exceeding Rs. _____. Against any loss or damage caused to or suffered or would be caused to or suffered by 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 fulfil 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 there under 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 effect 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 is a written claims or demand or before.

_____ (Date of expiry of guarantee).

Dated the day of 2023 for _____.

(**Indicate the name of the Bank**) Witness:

1. Signature Name

2. Signature Name

Form-V**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS**

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The 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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender conditions from RailTel website www.railtelindia.com/ <https://www.Gem.gov.in>. I/we have verified the content of the document from the website and there is no addition, no deletion, or no alternation to the content of the tender conditions. In case of any discrepancy noticed at any stage i.e., evaluation of tenders, 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.
4. 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.
5. **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.**
6. **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.**
7. 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 BID SECURITY DECLARATION besides banning of business for five years on entire RailTel. Further, I/we (***insert name of the tenderer***) ** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be **summarily rejected**.
8. 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 BID SECURITY DECLARATION/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/we above named tender 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:

Date:

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

Annexure-A

S.No.	Name of the locations	Qty (in nos.) 2 Ton AC	Qty (in nos.) Stabilizer (5KVA)	Consignee	Consignee Address	State	Territory
1	Purna	2	2	Manager: Mr. R Siva Kumar - 9391004336, Field Engineer: Mr. Sonu Sontakke 9529261364,	Railtel Corporation of India Ltd. Purna Railway Station PF-04 Maharastra Pincode-431511	Maharashtra	SC
2	Chondi	2	2	Manager: Mr. R Siva Kumar - 9391004336, Field Engineer: Mr. Sonu Sontakke 9529261364,	Railtel Corporation of India Ltd. Chondhi Railway Station PF-01 Maharastra Pincode-431512	Maharashtra	SC
3	Hingoli	2	2	Manager: Mr. R Siva Kumar - 9391004336, Field Engineer: Mr. Sonu Sontakke 9529261364,	Railtel Corporation of India Ltd. Near RPF Office Hingoli Railway Station PF-01 Maharastra Pincode-431513	Maharashtra	SC
4	Wahsim	2	2	Manager: Mr. R Siva Kumar - 9391004336, Field Engineer: Mr. Sonu Sontakke 9529261364,	Railtel Corporation of India Ltd. Near Foot Over Bridge Washim Railway Station PF-01 Maharastra Pincode-444505	Maharashtra	SC
5	Ammanwadi	2	2	Manager: Mr. R Siva Kumar - 9391004336, Field Engineer: Mr. Sonu Sontakke 9529261364,	Railtel Corporation of India Ltd. Amanwadi Railway Station PF-01 Maharastra Pincode-444503	Maharashtra	SC
6	Varkala	2	2	Manager : Sh. Suresh O A - 9746769888, Field Engineer: Sh.Subin - 9895414311	RailTel Corporation of India Ltd, C/o SSE Lines/TVC, Telecom Room, Varkala Railway Station, Varkala,Kerala, Pin-695141.	Kerala	ERS
7	Tirur	2	2	Manager: Sh. L SivaKumar - 9007097272, Field Engineer: Vikas - 9526528889	RailTel Corporation of India Ltd, Railway Telephone Exchange Tirur Railway Station, Southern Railway, Tirur, Malapuram District- 676101.	Kerala	ERS

S.No.	Name of the locations	Qty (in nos.) 2 Ton AC	Qty (in nos.) Stabilizer (5KVA)	Consignee	Consignee Address	State	Territory
8	Udumalai petai	2	2	Manager: Sh. L SivaKumar - 9007097272, Field Engineer: Mohan Raj - 9659159651 , 8148045826	RailTel Corporation of India Ltd, Railway Ofc room Udumalpet Railway Station, Southern Railway, Udumalpet , Tiruppur District- 642126.	TamilNadu	MAS
9	Gauribidnur	2	2	Ashok 9663370295 & Yakooob Shah 90080 46351	RailTel Corporation of India Ltd. Gauribidnur Railway station, Gauribidnur OFC Room, Pincod-561208	karnataka	SBC
10	Toppur	2	2	A.N.Venkateswaran-9003144221 & Bhima-8124402216	RailTel Corporation of India Ltd. OFC room,Toppur Railway Station,Sekkarpati,Dhar mapuri District,TamilNadu. Pincod: 636352	TamilNadu	MAS
11	Rayakottai	2	2	A.N.Venkateswaran-9003144221 & Bhima-8124402216	RailTel Corporation of India Ltd. OFC room,Rayakottai Railway Station,Krishnagiri District,TamilNadu. Pincod: 635116	TamilNadu	MAS
12	Hosadurga	2	2	Natraj 9008095412 ,Basavangowda-+91 97430 68961 & Sivakumar-9866326718	RailTel Corporation of India Ltd, OFC room,Shivani Railway Station,Chikmagalur District,Karnataka-577549	Karnataka	SBC
13	Holenarsipur	2	2	Mallappa-+91 96116 85909 & Sivakumar-9866326718	RailTel Corporation of India Ltd, OFC room,Hole Narsipur Railway Station,Hassan District,Karnataka -573211	Karnataka	SBC
14	Tornagal	2	2	ARUN KUMAR/RCIL, Mob: 9008095440 & Prabhunath, Mob : 8730007255 Manikanta 9974152616	RailTel Corporation of India Ltd. C/o SSE/Tele/office, Near Lobby office, Railway Station, Toranagallu :583123, Mob: 9008095440	Karnataka	SBC

S.No.	Name of the locations	Qty (in nos.) 2 Ton AC	Qty (in nos.) Stabilizer (5KVA)	Consignee	Consignee Address	State	Territory
15	Gudgere	2	2	Bharamu - 8884292312 & Gerard Aloysius - 9008095402	RailTel Corporation of India Ltd. Section Engineer, OFC room, Gudgeri Railway station, Gudgeri - 581107, Karnataka	Karnataka	SBC
16	Kottavalasa	2	2	V.Venkateswararao- 9494535100, Bhaskar-8801105507, K S L Apparao- 9701729933	RailTel Corporation of India Ltd., C/o Railway Ofc Hut Building, Kottavalasa railway station, Kottavala, Vizayanagaram dist - 535183, Andhra Pradesh	Andhra Pradesh	BZA
17	Yelamanchili	2	2	A. Srinivas- 9492564446, M K Satyam-9700607199, K S L Apparao- 9701729933	RailTel Corporation of India Ltd., C/o Railway Ofc Building, Yelemanchili railway station, Yelemanchili, Anakapalli dist -531055, Andhra Pradesh	Andhra Pradesh	BZA
18	Mantralayam	2	2	Manager: Vaddadi V R Murthy, Field Engineer: Anji, cell no:8073301491	Railtel Corporation of India Ltd., C/O Mantralayam Road, Railway Station, Kurnool District-518349 Andhra Pradesh.	Andhra Pradesh	BZA
19	Krishna Station	2	2	Manager: Vaddadi V R Murthy, Field Engineer: Anji, cell no:8073301491	Railtel Corporation Of India Ltd, C/O Krishna Railway Station Area, Krishna Village, Krishna Mandalam, Narayanapet Dist. Tq-Makthal, Krishna Railway Station-Pin- 509352. Telangana.	Telangana	SC
20	Kondapuram	2	2	Manager: Sh. K Seshagiri Rao, Field Engineer: Rajshekar Reddy, Cell no: 7013480911	Railtel Corporation Of India Ltd, Kondapuram Railway Station, Kondapuram, Pincode: 516444, Kadapa District, Andhra Pradesh.	Andhra Pradesh	BZA
21	Kalluru	2	2	Manager: Vaddadi V R Murthy, Field Engineer: Anji, cell no:8073301491	Railtel Corporation Of India Ltd, Railway Ofc Room, Kalluru Railway Station, Kalluru, Anantapur District, Pincode -515774, Andhra Pradesh.	Andhra Pradesh	BZA

S.No.	Name of the locations	Qty (in nos.) 2 Ton AC	Qty (in nos.) Stabilizer (5KVA)	Consignee	Consignee Address	State	Territory
22	Malkhaid	2	2	Manager: Mr Amarsingh Patulothu, Mob-7032716112, Field Engineer: Mr. Rammurthy, 9640000357	Railtel Corporation of India Ltd. Malkhaid Rd Railway station Karnataka- 585317	karnataka	SBC
23	Ambur	2	2	Manager: P.Ravichandran - 9003144224,Field Engineer: Mr.Jagadesh Chandra - 9677129979.	RailTel Corporation of India Ltd, Sse/Tele/Repeater/ Puttur railway station, Pincode no : 517583, Andhrapradesh	Andra Pradesh	BZA
24	Naidupeta	2	2	Manager: Balaji.V & 9003144223 Field Engineer: Ganesh.R & 9003144212	Mr. R.Ganesh, Railtel corporation of India Ltd o/o Sse/Telecom/Nayudupet Microwave Tower Building, Nayudupet Railway Station-524126 Nellore district	Andra Pradesh	BZA
25	Palayam	2	2	Manager: Ravichandran.P & 9003144224 Field Engineer: Shankar.S & 9677129982 / 9159878984	Mr. Kisanth, RailTel Corporation of India Ltd, OFC Room, Palayam Railway Station, Karur-Dindigul Main Road, Palayam, Dindigul-Dt, Pincode:624 620.	TamilNadu	MAS
26	Bommidi	2	2	Manager: Ravichandran.P & 9003144224 Field Engineer: Jagadesh chandra & 9677129979 / 8012248801	Mr. Monikumar, RailTel Corporation of India Ltd, o/o JE/TELE Bommidi, Bommidi Railway Station, Bommidi Tamil Nadui. Pin code: 635301	TamilNadu	MAS
Total		52	52				