

Additional Terms and Conditions

Name of the work: “Supply and installation of 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel Egmore POP, Chennai”

GEM Bid No: GEM/2023/B/2964852

Dated:10.01.2023

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.

1. Eligibility Criteria

1. 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) will not be considered.

b) (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 fulfilment 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: The work for Supply and installation of DG sets in any Government/State Government/PSU/Reputed Telco.

(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.

(iv) 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).

2. 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).

3.Earnest Money Deposit (EMD): Rs.31,400/- 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. Firms claiming for the above exemptions under UDYAM certification have to submit supporting documents.

4. Warranty: The materials are to be warranted for 36 months from date of Installation.

5. Completion Period of Work: The work should be complete within 90 days from the date of issue of Letter of Acceptance/PO.

6. Consignee Details:

Location where D.G Set is to be installed:

RailTel Corporation of India Ltd., Egmore POP, Chennai.

Contact Person: David Prabhakar 9840146780

Ranjith 97464 71399

7. Schedule of Requirement (SOR):

S. No	DESCRIPTION OF ITEM	UNIT	QTY	Base Rate	Base Rate including GST @ 18%	Amount including GST @ 18%
1	(i). Supply & Installation of 250 KVA DG set comprising of diesel engine model mPower63105G. 6 Cylinder, 310BHP, 1500 RPM, water Cooled coupled to 250 KVA. 3 phase,415V, 50HZ alternator mounted on a common base frame along with all standard accessories i.e Manual Control Panel, Fuel tank, Battery with leads. Acoustic enclosure as per CPCB-II norms (ii). AMF Panel (Double contactor) in lieu of Manual control Panel (iii) Make: Cummins/Caterpillar/Koel green	NO.	1			
2	DG set unloading from Vehicle	Job	1			
3	Total					

- 8. Security deposit (SD):** The successful tenderer shall submit 3% 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.
- 9. 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.

- 10.** In case, if any contradiction between GeM Bid and Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

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

- i. Invoice.
- ii. Delivery Challan/E-way bill
- iii. Contractor's certificate of dispatch
- iv. Undertaking against Fall Clause
- v. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty guarantee certificate of OEM
- viii. Performance Bank Guarantee
- ix. Insurance Certificate valid till installation of material
- x. OEM certificate for the ordered quantity/ material supplied as per specification.

- a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
- b) Balance 20% value of the part supply and 100% of part installation 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.

12. Bill Passing & Paying Authority:

Bill passing Authority is GM/TM/MAS and bill paying Authority is GM/Fin/SR. Bills to be submitted to GM/TM/MAS for payment.

- 13.** 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. Non submission of an 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/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 3 years.

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.
- (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 vide para 11 / 12 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

15. 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.

16. 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 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 favour 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.

17. Constitution of Firm and Power of Attorney:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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/2964852**
- 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, 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.

- 18. 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.

TECHNICAL SPECIFICATION FOR 250 KVA Generator (Diesel)**1. Purpose**

The purpose of this document is to provide specifications for **Supply and installation of 250 KVA Generator (Diesel) with associated equipment – 1 set for RailTel Egmore POP, Chennai** Technical Specifications

250 KVA DG Set Specifications	
	Required Specifications
Capacity	250KVA 3Phase Water Cooled DG Set
Manufacturers	Cummins/Caterpillar/Koel green
Alternators Manufacturers	Kirloskar/ EICHER/ Cummins
Make of component to be used in AMF panel	MCCB: L& T/GE/C&S/HAVELLS/ABB/SCHNEIDER
	CONTACTORS: L& T/GE/C&S/HAVELLS/ABB/SCHNEIDER
	MCB: GE/HAGER/MDS/Standard/HAVELLS/INDOKUP/SCHNEIDER/L&T
	CT's: KAPPA/KALPA/RR Electrotech /New tech
	Volt &Amp. Meters: L&T/MECO/ENERCON/CADEL
	Push Buttons: RASS/TECHNIQUE
	Switches: SALZAR/SWITRON/SWITCH-ON/KAYCEE.
	Fuses Base: INDO ASIAN/GE/C&S/KAYCEE.
	Wires & cables: POLYCAB/RR CABLES/FINOLEX.
	KWH meters: ECE/HAVELLS/L&T.

	Relays: ALSTOM/AVKSEGC/EASUN/NAGOBA/MINILEC/BERNENI/ EC2/JEEWAN
	Auxiliary Relays: PLA/OEN/GILLARD
Alternator	Three phase at 240/415 Volt,50 Hz,1500 RPM and 0.8 power factor and shall conform to IS: 4772/1992 or IEC 34.
Diesel Engine:	The diesel engine shall be compression ignition, water cooled (radiator cooled) suitable for Power, alternator at 1500 rpm.
AMF CONTROL PANEL (Micro Processor Based)	
	i) Generator voltage and AC Mains voltage.
	ii) Current in each phase
	iii) Power Factor.
	iv) Frequency meter
	v) Energy meter
	vi) Three attempts engine start/engine cranking relay.
	vii) On -delay timer for load change over
	viii) On-delay timer for engine shut off
	ix) Over current /load relay.
	x) HOUR METER
	xi)PRESSURE GUAGE
	xii)HWT
	xiii)BATTERY VOLTMETER
	xiv)Analog Voltmeter
	xv) Analog ammeter to measure individual phase current
	b) Mode selector switch for setting the panel on any one position such as off or auto or manual or reset

(c) Engine On-Off switch (Push button type)
(d) MCCB of suitable rating shall be provided.
(e) Rectangular aluminium bus bars (one number for each phase, neutral and Earthing Terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves (depending upon kva). we are providing cables only for LKVA. For HKVA we can provide bus bars
(f) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay
(g) Under-voltage relay for mains.
(h) Battery chargers complete with voltage regulator, float or booster selector switch, This will be in Addition to the battery charging alternator fitted on the engine.
(i) Instrument & Control Fuses.
(j) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set Running', 'load on set' and 'battery charger on'.
(k) Audio visual alarm for 'Low lubricating oil pressure', 'High water temperature', 'Start failure', 'Fuel low level in Main Tank', 'Generator emergency alarm' and 'DG over load'.
(l) Any other switch, instrument, relay or contactor etc. essential for smooth and trouble free functioning of DG set with AMF panel. (To be specified by the tenderers in their offer with complete details of the item).
• Engine fault auto-shutdown and reset. • Mains sensing for over voltage and under voltage. • Generator set operating. • Load on generator • Load on Mains • Static Battery charger • Horn AMF should also have following features: - • It should be able to select the generators operating mode: Off- Automatic- Manual and Test modes.

	• It should be able connect the generator's voltmeter across single phase & neutral. • It should be able to connect the frequency meter to check the diesel generator frequency. AMF should contain Push buttons for the following features: - • Emergency shutdown --Red Button. • MCB to protect Alternator and Mains supply. Following equipment will be fitted inside the AMF cabinet: • 10A rated current static battery charger for automatic static battery recharge. • Device for Automatic Generator Start up when AC Mains supply falls below a preset level. The starter circuit allows no. of start when motor is locked in the fail to start mode. • Two electrically and mechanically combined relays for diverting the load from mains to generator and vice versa. During the generator starting sequence, the load is connected to the generator only after the generator voltage is stabilized at the rated setting. • DG set should start after predefined period in case of AC main supply failure. If AC supply failure continues for more than four hours, then DG set shall be switched off automatically. If AC main failure continues for a further period of 2 hours, the DG set will restart again. DG Run period and rest period should be configurable. 1.6.0 Device for automatic shutdown of the generator if the following fault occurs & gives audible alarms. • Lube Oil pressure low. • High Water Temperature. • Over speed. • Fuel level below minimum specified level in main tank. Each of the above emergency situations triggers a visual alarm and keeps the diesel generator out of service until the control circuit is re-established manually. Current transformer connected to phase of the unit's line. The panel should have potential free contact outputs for remote signalling for the following: • Mains voltage out of limits. • Failure to start • Low lube oil pressure. • Over speed. • Fuel level low in main tank
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3 . BATTERY

12 V/24V DC SMF battery assembly of suitable capacity complete with all necessary connecting leads and terminals of AMCO/Exide/Amron/Amararaja make should provide equivalent.

2. BASE FRAME

The base frame should be formed base plate providing common bed for engine and alternator directly coupled together. The base plate with cross member would form the part of sheet metal canopy. The Base frame should have provision of grouting on foundation bolts. Provision should also be made on the base frame for lifting arrangement of the complete DG Set with Canopy.

3. FUEL TANK

Fuel Tank (minimum capacity 150 liters) should be fabricated out of 14SWG CRCA MS sheet and is part of base frame. It should be duly painted and fitted with inlet and outlet connections, air vent etc. complete with:

- Fuel Level Indicator (Electrical)
- Filler Cap with lock.
- Drain Valve Plugged
- Spill return
- Feed connection to engine valve
- Braided pipe for fuel connections
- Metal Funnel should be provided along with DG set.

4. AVM Pads

Adequate nos. of KOEL/CORI make AVMs between engine / alternator and the base plate, should be provided.

Note: Any materials/modifications required for satisfactory commissioning of DG set to be borne by the tenderer.

INSTALLATION AND COMMISSIONING OF DG SETS:

The responsibility for installing and commissioning of DG set shall be that of the firm. The firm shall complete installation within 2 months of receipt of DG set by the consignee.

The scope of installation and commissioning shall be as follows:

1. Installation of Fuel tank, battery charging, and battery connection.
2. Unloading and placement of DG set on foundation.
3. First fill of lube oil and all filters shall be provided by the firm. The firm shall also provide 50 liters of Diesel for DG set during initial testing and commissioning.
4. The consumables provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the DG set with the available electrical load at site. The trial run shall be for ONE hour. The available electrical load shall be less than or equal to the rated capacity of the DG set.
5. Exhaust piping, extra civil work, distribution board shall be provided by the tender

5. Inspection of DG set.

1. Inspection of the DG set will be conducted by RailTel/third party which includes the following: -
 - (i) The DG set will be checked for alignment before subjecting it to load tests.
 - (ii) Voltage regulation test certificate should be provided
 - (iii) Full load test for 3 hrs. at rated KVA, at UPF.
 - (iv) 10% overload test for 1 hrs. After the full load test at UPF.

- (v) High Voltage test to be done as per IS 4722 i.e. 1.5 KV for 1 minute for single phase. In case these tests are to be repeated the same will be at 80% of the voltage as per IS 4722.
 - (vi) Insulation resistance tests- the insulation resistance shall be measured with a DC Voltage of about 500V applied for a sufficient time for the reading of the indicator to become steady. The insulation resistance will be not less than 1 mega ohm if measured after the application of high voltage test.
 - (vii) Checking for the trouble free starting and oil leakages.
 - (viii) The sets do not vibrate during the load running test with the base kept free, the base not bolted to any structure of foundation.
 - (ix) High voltage and insulation resistance test certificate on alternator as well as control panel should be provided.
 - (x) The control panel will be checked for functional requirement and completeness as per detailed specifications.
 - (xi) The tenders shall show the performance of the DG sets with the load available with the consignee during final inspection at the consignee's end.
2. Inspection schedule should be submitted taking in to account the above broad parameters.
 3. Either of the following types of TTC shall be acceptable:
 - i) Type Test Certificate issued by recognized Government Lab.
 - ii) Type Test Certificate issued by recognized Government Lab irrespective of whether engines and alternators were tested at firm's lab or some other lab, but witnessed by Government representative.
 - iii) Type Test Certificate issued by BIS, irrespective of engines and alternators were tested at firm's lab or some other lab, but witnessed by BIS/ Government representative.
 - iv) Type Test Certificate issued by DQA on basis of test conducted at manufacturer's lab in presence of DQA officers.
 4. Testing shall be done at continuous power output for each rating.
 5. Necessary gauge/meters shall be fitted to indicate
 - (a) the quantity of fuel left in the fuel tank, and
 - (b) hours of DG set operation.
 6. DG Sets shall be provided with integrated acoustic enclosure which shall conform to latest norms of Central Pollution Control Board (CPCB).
 7. The acoustic enclosure offered shall conform to the drawings type approved by Govt lab, for conformity to noise norms. This aspect shall also be verified at the time of inspection.
 8. DG sets shall meet the requirements of Environmental (Protection) Rules 1986 as laid down by Min. of Environment & Forests read with GSR 371 (E) dated 17.5.2002, GSR 520(E) dated 01.7.2003, No.448 (E) dated 12.07.2004, GSR 771(E) dated 11.12.2013 & GSR 232(E) dated 31.03.2014 in respect of noise and emission norms. The latest amendments to above GSRs shall be applicable as and when amended by Ministry of Environment and Forest. DG sets shall also meet all other statutory requirements as notified by Govt. from time to time.
 9. Supplier shall furnish following documents issued by a Govt authorized agency at the time of registration and pre-dispatch inspection:
 - a. Type approval certificate (TAC) for emission norms for EACH model/family of engine.

- b. TAC from for noise level norms EACH model of DG set.
 - c. COP for EACH model of DG set and engine used in DG set.
- 10. A copy of formal agreement between the DG set/Engine supplier and alternator manufacturer for continuous supply of alternators, during the warranty period of the tender, should be submitted to RailTel at the time of submission of tender documents (incase if DG Set supplier is not the manufacturer of engines).
- 11. Tenderers shall furnish list of authorized service centers throughout the country with complete address, phone number, fax & email etc.
- 12. DG set manufacturers shall provide a list of inventories being supplied with the DG set, to enable the consignees to verify them, at the time of delivery. The inventory list shall be attached
Along with the Inspection Notes.

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.

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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 - V**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..... [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 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 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 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 toand
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- VI**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 purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**