

**Additional Terms and Conditions (ATC)**

**Name of the work: “Procurement of 2 Tons 5 star Split Inverter AC along with accessories as per SOR & Technical specifications.”**

**GEM Bid No: GEM/2024/B/5542353**

**Dated:24-10-2024**

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 tender specific authorisation 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 necessary certificates along with self-certification on MAF as per Form-III
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. 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.

**6. Eligibility Criteria**

**i) Technical Eligibility Criteria:**

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar category products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

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

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

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

**# Similar Work:** Supply, Installation & Commissioning of Air conditioners.

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:

S.No.	User Customer Name	Signatory or Authorized contact person of the user			Model/Type of equipment	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.

**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.

For Startups recognized by Department of Industrial Policy and Promotion DIPP: The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.

Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).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).

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

**8. Evaluation Criteria:**

- a) The bidder shall quote the equipment prices as per the price format given in the tender.
- b) Bidder should quote for all the items. Non-quoting for all items will be render the bid invalid and will not be considered for evaluation.
- c) 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.
- d) Offers from the tenderer not meeting the eligibility criteria will not be considered.

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

**9. Earnest Money Deposit (EMD): ₹ 88,000.00/-** 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.**

EMD/Bid security to be submitted by all tenderers, subject to the following exemptions:

1. 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.”

2. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT)

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

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.

**10. Warranty: The materials are to be warranted 12 months from the date of Installation of Air conditioner 3 Year on PCB and 8 years for compressor unit.**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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' shall apply.

**10.7** 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.

**11. Long Term Maintenance Support: Not applicable.**

**12. Completion Period of Work:**

The supplier will have to supply and install the Air conditioner within **60 days** from the date of issue of the confirmed PO.

**13. Consignee Details:**

As per Annexure-A.

**14. Schedule of Requirement (SOR):**

SN	Description	Unit	Qty (in Nos.)	Unit Rate (Incl. Freight, insurance, unloading, etc) (in Rs.)	GST %	Total Amount (All Incl) (in Rs.)
1A	Supply of 2.0 TR, 5-star inverter Air Conditioners at RailTel PoPs (Air Conditioner- Hi Wall Split AC 2.0TR 5 Star Model)	No.	68			
1B	Supply and fixing of heavy duty stand for outdoor units	No.	68			
2	Installation & Commissioning charges	No.	68			
3	Supply and Fixing of Stabilizer 5KVA	No.	55			
4	Supply and Fixing of Timer (controller based) for 12/8 hrs AC running	No.	25			
<b>Total Amount (in Rs.) including GST</b>						

**15. Security Deposit/Performance Bank Guarantee:**

The Successful Bidder is required to submit Performance Bank Guarantee (PBG) as per following schedule: The successful tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order for a total value of **10%** of the value of issued LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date

of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim.

Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS (MT 760) 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.

The security deposit/PBG shall be submitted to RailTel Corporation of India Ltd., Hyderabad.

RailTel SR Bank Details for PBG:

Name: RailTel Corporation of India Limited

Account No: 327301010373007,

IFSC Code: UBIN0805050,

Bank Name: Union Bank of India,

Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near ParkLane Center Secunderabad – 500003.

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.

**Note:**

1. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.
2. Performance Bank Guarantee format is placed at **Form-IV**.

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

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

- a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with below mentioned documents.
  - Tax Invoice
  - E-way bill
  - Delivery Challan duly accepted by Consignee.
  - Inspection certificate
  - Warranty certificate of OEM
  - Insurance Certificate
  - Contractor's Certificate of dispatch
  - Performance bank guarantee
  - On receipt of materials at site with ERP generated GRN No.
  - Declaration for not imposing TDS/TCS rate as per sec 206AB/206CCA of the Income Tax Act.
- 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.

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

#### **18. Bill Passing & Paying Authority:**

Bill passing Authority is respective Territory Managers (TM) and bill paying Authority is DGM/Fin/SR/SC. Bills to be submitted to respective Territory Managers (TM) for payment.

- 19.** 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 3years.

#### **20. 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/ documentary evidence for exemption from submission of EMD as per GeM GTC with Bid Security Declaration as per **Form-VI**.
- 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.

#### **21. Offline documents:**

- Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- Format for Affidavit as per Form-V on stamp paper of Rs.100/- regarding authenticity of the documents

submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

**The documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 6A, 6<sup>th</sup> Floor, Gumidelli Towers, Opp: Shoppers Stop, Begumpet – 500016.**

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

## **22. Make in India:**

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR Items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification 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.

## **23. 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 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.

## **24. 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](http://www.railtelindia.com) and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2024/B/5542353**
- 4) After opening of the 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.

**25. Bill Tracking System (BTS) Clause:**

Vendors are advised to submit their bills through bill tracking system (<https://bts.rcil.gov.in/Home>) of RailTel for their payment.

**26. Trade Receivables Discount System (TReDS):**

TReDS feature available.	Yes, on m1xchange portal. (Url: <a href="http://www.m1xchange.com">http://www.m1xchange.com</a> )
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**26.1:** RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "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 to avail TReDS facility.

**26.2:** 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 chargers , interest on financing, or any other chargers known by any name shall be borne by MSE vendor.

**26.3:** 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.

**26.4:** 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.

**27. Bidders sharing a land border with India:** Office Memorandum F.No. 6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per **Form-VII**, shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is

accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

**28. 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 & installation is not affected within the stipulated delivery period/completion period.

**29. Inspection:**

**Inspection shall be carried out as per the specification at OEM premises, by RailTel's authorized representative.**

- i. The supplier/manufacturer shall send inspection call letter when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
- ii. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- iii. In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be born by manufacturer's / supplier's account/cost.
- iv. Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority/RailTel at the firm's premises/Govt. approved Test labs. The inspection shall be conducted by the inspection authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- v. The Inspection shall be carried out as per the specifications at OEM premises. The supplier shall make available for inspection all types of equipment's in sufficient number so as to create test set up for carrying out various tests as per the approved test plan and test set up. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- vi. 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.
- vii. 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.
- viii. RailTel reserves the right to cancel pre dispatch inspection and opt for consignee inspection after receipt of material.

**30. Variation of Quantities:**

The purchaser reserves the right to increase or decrease the quantity to be ordered by 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 contract rates. Bidders are bound to accept the orders accordingly.

**31. 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.

**General Requirement and Scope of Work****Requirement of AC Equipment:**

1. The AC equipment should be of reputed make Hitachi/ Voltas/ ACME/ Emerson/ Carrier/Blue Star/LG/Samsung/O General/ Panasonic/ Daikin/Lloyd or similar, compiling specification of equipment.
2. The AC equipment should be as per specifications given in tender. Tenderer shall indicate make/model, which is offered.
3. For the technical parameters given in the technical specification, the tenderer must submit the test certificates from the OEM for the make/model offered.
4. The AC equipment are to be installed in Masonry Building/Porta cabins/Prefab. The contractor should satisfy himself for the installation of the AC at various locations as mentioned in the Tender document.
5. The tenderer should have a call center and indicate its contact numbers for RailTel to lodge complaint in case of AC failure on 24\*7 basis.
6. Tenderer shall submit compliance or otherwise to technical & functional (as given in tender) specifications of offered make/model.

**Supply and Installation of AC Equipment:**

1. RailTel corporation Southern Region is IP-I, unified license holder and having its PoPs for delivering of Bandwidths, Co-locations for BTS etc. Mostly, the PoPs are located at important Railway Stations.
2. The Air conditioning equipment are required to be installed and commissioned at these PoPs. The PoPs may be of Masonry structure, Prefab, or porta cabins. There are certain PoPs which are located on 2nd or 3rd Floor of Railway Building.
3. RailTel have Masonry structure, Prefab, or porta cabins telecom room PoPs (Point of Presence) at different Railway stations or near railway stations. Different type of ACs like twin type, split, window type ACs are installed. The codal life of these ACs are completed and new ACs to be installed as per the locations given at Annexure-A. The PoPs where old split type ACs are installed needs to be dismantled and new ACs to be installed, the PoPs where old window type ACs or twin type ACs are installed, new ACs to be commissioned. There are some PoPs where there were no previous ACs and new ACs to be supplied and commissioned. No extra charge will be paid towards dismantling.
4. For the installation of the Air conditioning equipment the contractor has to make arrangements for all the material etc. required for the successful commissioning of the ACs. No extra cost will be paid except quoted by the contractor in Schedule.
5. The AC supply shall be given by RailTel.
6. The installation should be of high standard which is generally acceptable in Telecom fields. The contractor should submit a plan showing the installations, which will be approved by RailTel.
7. The contractor should satisfy himself about the Ground realities in connection with the installation of the equipment before quoting the rates.

**List of locations:****Annexure-A**

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
1	SC	Mudkhed	Nanded	Maharashtra	2	2	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Md. Majid Contact: 9730078250	RailTel Corporation of India Ltd, Near RPF thana PF NO 1 Railway station , Mudkhed Dist Nanded - 431806 (Maharashtra)
2	SC	Nanded	Nanded	Maharashtra	2	1	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Md. Majid Contact: 9730078250	RailTel Corporation of India Limited, Near the SSE/Electrical office, Besides Platform no. 4, Nanded Railway Station, Nanded - 431602 (Maharashtra)
3	SC	Parbhani	Parbhani	Maharashtra	2	1	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Md. Majid Contact: 9730078250	RailTel Corporation of India Ltd, PF-1 near GRP thana railway station Parbhani - 431401 (Maharashtra)
4	SC	Satuna	Jalna	Maharashtra	2	1	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Md. Majid Contact: 9730078250	RailTel Corporation of India Ltd, Near station master office, PF NO 1 Railway station satuna 431502, TQ: Partur, District: Jalna (Maharashtra)
5	SC	Jalna	Jalna	Maharashtra	2	1	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Sanchit Kulkarni Contact: 7620271261	Railtel corporation of india office , behind PF.NO 04 Railway station, Beside railway hospital, jalna 431203 (Maharashtra)

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
6	SC	Aurangabad	Aurangabad	Maharashtra	2	0	0	Manager: R.Siva Kumar Contact: 9391004336  Field engineer: Kapil Patil Contact: 8830167633	Railtel corporation of india office , behind PF.NO 05 Railway station Beside Telecom office Chhatrapati Sambhaji Nagar (Aurngabad) 431001 (Maharashtra)
7	SC	Rotegaon	Aurangabad	Maharashtra	2	2	0	Manager: R. Siva Kumar Contact: 9391004336  Field engineer: Kapil Patil Contact: 8830167633	RailTel Corporation of India Ltd, Near station master office, PF NO 1 Rotegaon Railway station TQ: Vaijapur, District : Chhatrapati Sambhaji Nagar , Maharashtra, 423701 (Maharashtra)
8	SC	Secunderabad	Hyderabad	Telangana	2	0	0	Manager: Shiva Chaitanya: 9100970642 Sr. Manager/ Stores	RailTel Corporation of India Ltd, Plot No : 6/4, Road No :11, IDA Nacharam, Hyderabad-500076
9	MAS	Melmaruvathur	Chengalpattu	TamilNadu	2	2	1	Manager: P.Ravichabdran Contact: 9003144224  Field engineer: Velu Contact: 9003144241	Railtel Corporation of india Ltd., SSE/Tele /OFC , Near Tiruchirapalli - Chennai National Highway, Melmaruvathur, Chengalpattu District - 603301.
10	MAS	Ulundurpet	Kallakurichi	TamilNadu	2	2	1	Manager: Sanyasi rao Contact: 7013655420  Field engineer: Johan Contact: 9159182523	Railtel Corporation of india Ltd., SSE/Tele /OFC, Thiruchi-Chennai Hwy, Ulundurpet, Kallakurichi district, Tamil Nadu-606107.

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
11	MAS	Mattur	Chennai	TamilNadu	2	2	1	Manager: Sanyasirao Contact: 7013655420  Field engineer:Johan Contact: 9159182523	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Mathur station, Ariyalur district, Tamil Nadu-621709.
12	MAS	Kodumudi	Erode	TamilNadu	2	2	1	Manager: Jagadesh Chandra Contact: 9677129979  Field engineer:Kishanth kumar Contact:9159878984	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Kodumudi, Erode - 638151.
13	MAS	Sangakiri	Salem	TamilNadu	2	2	1	Manager: Jagadesh Chandra Contact: 9677129979  Field engineer:Karthik Contact: 7904208126	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Narappanchavadi,sankiri station, Tamil Nadu 637302.
14	MAS	Namakkal	Namakkal	TamilNadu	2	2	1	Manager: Jagadesh Chandra Contact: 9677129979  Field engineer:Kishanth kumar Contact: 9159878984	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Bharathiyar Nagar, Senthamangalam Road, Namakkal station - 637001. Tamil nadu.
15	MAS	Ottanchattaram	Dindigul	TamilNadu	2	2	1	Manager: Sankar Contact: 9677129982  Field engineer: Pandi Contact: 9585952347	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway,NH 209, Palani Road, Dindigul, Tamil Nadu-624619.

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
16	MAS	Vadipatti	Madurai	TamilNadu	2	2	1	Manager: Sankar Contact: 9677129982  Field engineer:Pandi Contact: 9585952347	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Vadipatti Railway Station, Vadipatti - Dindugal dt , Tamilnadu -625205.
17	MAS	Vanji Meniyac hhi	Thoothukudi	TamilNadu	2	2	1	Manager: SankarContact:967 7129982  Field engineer: Madavan Contact: 8056002797	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway,Ottantham - Maniyachchi Road, Maniyachchi, District Thoothukudi - 628 302, State: Tamil Nadu.
18	MAS	N PanKudi	Thirunelveli	TamilNadu	2	2	1	Manager: Sankar Contact: 9677129982  Field engineer: Madavan Contact: 8056002797	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, North Panakudi, Tirunelveli district, State: Tamil Nadu.
19	SBC	Nelamangala	Bangalore rural	Karnataka	2	2	1	Manager: Yakoob Shah Contact: 9008046351  Field engineer: Pramod Contact: 7019002854	Railtel Corporation of india Ltd., Telecom/OFC Room, Nelamangala Railway station, Nelamangala station road,Basavanahalli, Syadamipalya, Nelamangala Town, Bangalore Rural pin code- 562123
20	ERS	Walayar	Palakkad	Kerala	2	2	1	Manager: L sivaakumar (ch.mgr/PGT) Contact: 9007097272  Field engineer: Bennes Contact: 8593089383	Railtel Corporation of india Ltd. Walayar railway station Pudussery,Pudusser y East, palakkad,Kerala- 678624

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
21	BZA	Tuni	Kakinada	Andhra Pradesh	1	1	-	Manager: KSL Apparao Contact:9701729933  Field engineer: M.Devendra Contact: 9393474811	Railtel Corporation of india Ltd,Office of senior section engineer(Telecom) Platfoam_2 side Near durga temple Seetha Ramapuram Tuni-533401
22		Eluru	Eluru		2	-	1	Manager: KSL Apparao Contact:9701729933  Field engineer:Shariff Contact:6300196004	Railtel corporation of India Ltd, 1st floor,Stadium Road, SSE/TELE/OFFICE,ELURU Railway Station,ELURU-534005
23		Tadepalligudem	Eluru		2	1	1	Manager: KSL Apparao Contact: 9701729933  Field engineer: Shariff Contact: 6300196004	Railtel corporation of India Ltd, Railway Colony, Near RPF Office,Tadepalligudem Railway Station,TADEPALLIGUDEM- 534101
24		Visakapatnam	Visakapatnam		1	1	1	Manager: KSL APPARAO Contact:9701729933  Field engineer: Venkateswararao Contact: 9494535100	Railtel corporation of India Ltd, DRM office compound,First floor,Dondaparthi, Viskhatpatnam-530004.
25		Vijayawada	NTR district		2	2	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: K.Purushotham Contact: 9014807670	Railtel corporation of India Ltd, 3rd floor, RALTEL OFFICE,DRM Office Compound, VIJAYAWADA Railway Station, VIJAYAWADA-520001

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
26		Guntur	Guntur		2	2	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: R.Hanumnathrao Contact: 9866668638	Railtel Corporation of india LTD. DRM Office Compound Pattabhipuram Guntur PIN- 522006
27		Bapatla	Bapatla		1	1	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: P.Amarnadh Contact: 8985946489	Railtel corporation of India Ltd, Railway Quaters, micro tele OFFICE,BAPATLA Railway Station, BAPATLA- 522101
28		Ongole	Prakasam		2	1	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: Sk.Abid Contact: 9441558685	Railtel corporation of India Ltd, 1st floor, SSE/TELE/OFFICE,O NGOLE Railway Station,ONGOLE- 523001
29		Kavali	Nellore		1	1	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: Sk.Abid Contact: 9441558685	Railtel corporation of India Ltd, near IOW OFFICE, KAVALI Railway Station, KAVALI- 524201
30		Nellore	Nellore		2	1	1	Manager: Venu Viswanath Contact: 9391083781  Field engineer: Kiran Contact: 6304599114	Railtel Corporation of India Ltd, C/o Office of SSE/Telecom/Nellore, Nellore Railway Station 1st floor, kapati palem, santhapet, Nellore-524001
31		Tirupathi main	Tirupathi		2	2	1	Manager: Seshagiri Rao Contact: 9866247958  Field engineer:	Railtel Corporation of India Ltd, Railway Resevation Complex, 3rd floor,Tirupathi- 517501

SN	Territory	PoP Name	Distri ct	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
								Ramagopal Contact: 7780614930	
32		Koduru	YSR distri ct		2	2	1	Manager: Seshagiri RaoContact:98662 47958Field engineer: Rajasekhar ReddyContact:701 3480911	Railtel corporation of india ltdOpp railway station Kodur Pincode: 516101
33		Renigunt a	Tirup athi		2	2	1	Manager: Seshagiri Rao Contact: 9866247958  Field engineer: Ramagopal Contact: 7780614930	Railtel Corporation of India Ltd, C/o Office of SSE/Telecom, Renigu nta Near Railway Kalyana Mandapam, Renigunta-517520
34		Kadapa	YSR distri ct		2	2	1	Manager: Seshagiri Rao Contact: 9866247958  Field engineer: Rajasekhar Reddy Contact: 7013480911	Railtel corporation of india ltd Opp railway station Kadapa Pincode: 516004
35		Yadgiri	Yadgi ri	Karnata ka	1	1	-	Manager: VVR Murthy Contact: 9391007804  Field engineer: Anjaneya Contact: 8073301491	Railtel corporation of india ltd near Yadgir Rly Station Yadgir dist karnataka state Pincode: 585202
36		Guntakal	Anant hapur	Andhra Pradesh	1	1	-	Manager: VVR Murthy Contact: 9391007804  Field engineer: Rushi Contact: 9573714400	Railtel Corporation of India Ltd Rly. Exchange compound Behind DRM Office Guntakal - 515801

SN	Territory	PoP Name	District	State	Split 2T 5 star inverter AC	Stabilizer (5KVA)	Timer	Consignee	Consignee Address
37		Dharmavaram	Satyasai district		1	1	-	Manager: VVR Murthy Contact: 9391007804  Field engineer: Madhu Contact: 9177309181	Railtel Corporation of India Ltd Near Rly Running Room Dharmavaram R.S. Anantapur Dist. AP-515672
38		Anantapur	Anantapur		1	1	-	Manager: VVR Murthy Contact: 9391007804  Field engineer: Madhu Contact: 9177309181	Railtel Corporation of India Ltd Near Rly PRS Room Anantapur Railway station . Anantapur Dist. AP-515001
<b>Total</b>					<b>68</b>	<b>55</b>	<b>25</b>		

**Note:** The list is indicative, RailTel may change the location as per requirement. This shall be done by contractor without any additional cost 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:	5 stars.
AC Type:	Inverter Split
Usage:	Telecom Room/PoP
Warranty:	Minimum 1 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:	Required
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

**(B) 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.

**(C) 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.

**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, 6<sup>th</sup> 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 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 2024 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/](http://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.

**Form-VI****Format for Bid Security Declaration****(On non-judicial stamp paper of Rs. 100/-)**

Whereas, I/We \_\_\_\_\_(Name of Agency) has submitted bid for \_\_\_\_\_(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

**Form-VII****Certificate for Land Border sharing**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 

Explanation

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Certificate to be given by the Tenderer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Certificate to be given by Tenderer for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Form-VIII****Bidder's Organization data sheet**

1	Name of the Organization	
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	

**Check List**

S.No.	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ref no. of Offer
1	Proof of payment of EMD/Relevant documents		
2	User Certificate as per Form-I		
3	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions). Form-II		
4	Bid Security Declaration as per Form-VI		
5	Notarized Affidavit as per Form-V		
6	Bidders Organization data sheet as per Form-VIII		
7	Manufacturer Authorization form (MAF) as per Form-III		
8	Power of attorney in favor of the signatory duly authorizing the signatory		
9	Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.		
10	Land border certificate as per Form-VII		
11	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc.		
12	Offer Letter duly signed by authorized signatory		