

Additional Terms and Conditions

Name of the Supply: "Procurement of 12F & 24F FDMS for various locations of southern region"

GEM Bid No: GEM/2023/B/3137393

Dated: 15.02.2023

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 supplies each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar supplies each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar supply each costing not less than the amount equal to 60% of advertised value of the tender.

Offers not accompanied by copies of POs and supplies completion certificate (user certificate in the format of Form no.1) will not be considered.

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. 19,000/-(Rs. Nineteen thousand only) 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 warrantied for a minimum period of 12 months from the date of receipt & acceptance of material.

5. Completion Period of Supply: The supply should be completed within **45 days** from the date of issue of Letter of Acceptance/PO.

6. Consignee Details:

RailTel Corporation of India Ltd., As per Annexure-A

7. Tender Clarifications:

Contact Person: Venkat Rao : 9866247962

Manikantan : 7032915139

8. Schedule of Requirement (SOR):

S.No	Item	Quantities (In Nos.)				Unit Rate Incl. freight, insurance, Loading & unloading (in Rs.)	GST @ 18% Extra (in Rs.)	All inclusive Rate (AIR) (in Rs.)	Total Amount (AIR*Qty in Rs.)
		Secunde rabad	Bengalu ru	Ernaku lam	Total Qty (in Nos)				
1	12F FDMS	68	86	0	154				
2	24F FDMS	12	92	22	126				
							Grand Total		

9. Inspection:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- 9.5 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.

- 9.6 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 complied 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.
- 9.7 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.
- 9.8 RailTel reserves the right to cancel pre dispatch inspection and opt for consignee inspection after receipt of material.

10. Security deposit (SD): The successful tenderer shall submit 3% of total value of the stores 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.

11. 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

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.

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

13. 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 completion of supplies
- x. OEM certificate for the ordered quantity/ material supplied as per specification.
- xi. 100% payment against receipt and acceptance of material by consignee.

14. 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.

- 15.** 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 the contract will be forfeited and agency barred for doing business on RailTel (RCIL) for 3years.

16. 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 should invariably be submitted by the bidder as per Technical specifications Cl.3 of 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

17. 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.

18. 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/supplies already done or kept for the use in the balance portion of the work/supplies 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.

19. Constitution of Firm and Power of Attorney:

- 19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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/3137393**
- 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.

- 20. 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 FDMS 12F/24F

1. Purpose

The purpose of this document is to provide specifications for “**Procurement of 12F & 24F FDMS for various locations of southern region.**”

2. Description : Rack Mountable Fiber Optic Patch Panels (Pre-Loaded) for Fiber Cabling and it manage both splices and terminations and panel with rubber grommet. Size of Fiber Optic Patch panel suitable for 19 inch Rack. Fiber Optic Panels Compatible for Single Mode, Simplex Type of Connector for which optic fiber panel is compatible SC/APC Type. Material of Panel -Steel.

2.1 Pigtails and Connector Specification

The FDMS should be rodent proof with all accessories for rack fixing hardware splice protection sleeves routing clamps cable ties hose clamps for cable buffer tubes IPA etc. The Specification of Pigtails and connector are:

- a. Connector Insertion loss(dB) for pigtail: or = 55 dB.
- b. Pigtail Length: 1.5M
- c. Insertion loss for adaptor: < or = 0.1dB

3. Technical Compliance:

Clause	12/24 Port FMS (Telescopic)	Compliances
1	GENERAL REQUIREMENT :	
1.1	This (FDMS) shall be manufactured as per the latest technology. It shall provide management of 12/24 numbers of fibres of armoured optical fibre cable. It shall also provide facilities for reconfiguration and testing.	
1.2	This (FDMS) shall be of compact design, easy in handling and its constructed structure shall be inherently robust and rigid for all conditions of operation, replacement, storage and transport. It should be made of fire retarding material.	
1.3	The FDMS should be suitable for all kind of cable construction with proper arrangements for holding the sheath, FRP, loose tubes etc.	
1.4	The system shall be modular in design and shall be easily expandable.	
1.5	Painting and plating shall be of good quality with the thickness not less than 50 microns.	
1.6	This (FDMS) shall be accessible for operation, testing easy handling from the front side.	
1.7	Bend radius of Pig tails, patch cords and optical fibres in installed condition should be better than 70 mm dia.	
1.8	Any special tool if required for installation or operation of this (FDMS) shall be provided.	

1.9	Capacity :	
(a)	Line side shall have maximum capacity to terminate 2 nos. optical fibre cable each of < 20 mm nominal dia. Each Splice tray shall have capacity to hold at least Twelve Splices and each FDMS should have capacity to hold up to Four such splice Trays and thus making the maximum capacity of FDMS to 24 Fibres.	
(b)	Accordingly, the Equipment side shall have maximum capacity to take out and terminate 12/24 pig tails/patch cords.	
2	CONSTRUCTION & FUNCTIONAL REQUIREMENT:	
2.1	Typical layout of FDMS suitable for 19" rack	
2.2	The FDMS modules are sheet metal boxes suitable for mounting on a standard 19" rack.	
2.3	The box is a metal chassis with pull out drawers type of splicing and patching shelves mounted on telescopic slides.	
2.4	Each splicing shelf can accommodate max. 3 nos. of cassettes/ splice trays each capable to house minimum. 12 nos. of fusion type spliced joints. The loose tubes coming into splicing shelves are stored in the storage space provided before entering into the cassettes. (3 Nos for 24F FMS and 2 Nos for 12F FMS)	
2.5	Each Patching shelf can house max. 12/24 nos. of specified adaptors mounted on a adaptor fixing plate. The pigtails and patch cords are connected to these adaptors. The recording sheet provided in the label holder can store the routing information.	
2.6	These shelves are able to slide in the front direction only	
2.7	The FDMS shall have sufficient storage space for storing extra length of loose tubes and patch cords which shall not experience the bend below critical bend radius of 35mm	
2.8	Identification mechanism of incoming & outgoing cables / loose tubes / pigtails / patch cords fibres and connector adopter shall be provided.	
2.9	Type of organizer / cassette	
2.9.1	Fiber Organizer shall be non-metallic with following properties	
(a)	Specific gravity, Specified value 1.01-1.21gm/cc	
(b)	Vicat Softening point, Specified value 100-108 Degree C	
(c)	Tensile Strength, Specified value 2.79-5.58 kg/mm	
(d)	Elongation, Specified value < 50%	
(e)	Water absorption Specified value <0.4%	
(f)	Rockwell Hardness Specified value R81-R111	
Note	A certificate from recognised laboratory is required to be submitted, if the manufacturer do not have the test facility.	
3.	Dimensions: Height=55mm±10mm Width:450mm (max) Length or depth: 275mm ± 10mm Thickness of the sheet: 1 mm± 0.2 mm Should be suitable for mounting on standard 19" rack as per (IS 9606/ IEC:297)	
3.1	Suitable mounting holes along with nut bolt & locking arrangement shall be provided for mounting on standard 19" rack (IS 9606:1980/ IEC:297)	
3.2	The adopter mounting plate should be designed to accept SC/APC	
3.3	Clamping arrangement for strength member shall be of stainless steel material	

3.4	Type connector adopter must be SC/APC unless otherwise specified. The optical coupling loss must be < 0.5 dB	
4	QUALITY MANAGEMENT:	
4.1	It shall be manufactured as per International Quality Standards and manufacturer shall be duly accredited for ISO 9001 series of standards.	
5.	MARKING:	
	The marking on the system shall carry the following minimum information on the front/side/top panel of the system as indicated by RailTel.	
	a) Manufacture's name , date & year of production.	
	b) Serial number:	
	b) Model no.	
	d) Capacity :	
	e) RailTel Logo 	
6	Following items are required for each Fibre Distribution Management system:	
	1. Connectors / adaptors (SC Type)	
	2. Patch Cords - 2 No (SC-SC 1 m length)	
	3. Pig tails - 2 nos	
	4. Protection sleeves (30 nos for 24 F and 20 Nos 12F)	
	5. Iso Propyl Alcohol 100 ml for 12F/24F fibre FDMS	
	6. Cable ties, 3 dozen	
	7. Adhesive pads	
	8. Numbering Ferrules	
	9. Cotton Buds	
	10. Flexible Spiral tubes for protecting the fibers / fiber tubes	

FORM-I

QUALIFYING CRITERIA USER's CERTIFICATE

Name of the Firm Contract No. & date

Scope of supply

Contract Amount (in Indian Rupees)

Completion Period as per contract

Data of Commencement

Actual date of Successful Completion

Quality of supply : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

E-mail id:

Contact No:

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

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

Clause	Deviation	Remarks (including justification)

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

Clause	Deviation	Remarks (including justification)

Signature and seal of the Tenderer

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

FORM III

Manufacturer Authorization form (MAF)

ED/SR,

Dated:

RailTel Corporation of India Ltd.

.....

.....

.....

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

Ref: GeM Bid No.

Dear Sir,

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

We hereby authorize M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the supply of our range of products against your above said bid.

We further extend our warranty for years for our range of products offered by M/s against the above-said bid.

Thanking you,

Best regards,

Authorized Signatory

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

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, 6A, 6th Floor, Gumidelli Towers, Begumpet, Hyderabad-50016 (hereinafter called "the RailTel") having agreed to exempt **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [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-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/supply 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/supply 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.**

Annexure-A

Supply Of FDMS 12F & 24 F						
S. No.	Location	Consignee Address	12F FDMS	24F FDMS	Consignee Contact Details	Billing Address
1	Secunderabad	RAILTEL CORPORATION OF INDIA Ltd., Plot No: 24-87/5/107&108, Laxminarayana colony, IDA uppal, Hyderabad -500039.	68	12	Ashok Kumar- 9100970641 Sr. Manager/ Stores	RailTel Corporation of India Ltd, 2nd Floor, B-block, Rail Nilayam, Secunderabad, Hyderabad, Telangana 500071.
3	Bengaluru	RailTel Corporation of India Ltd, C/o Rajashekar VA, #31/1, Ground Floor, DN Ramaiah Layout, Palace Guttahalli, Sheshadripuram, Bengaluru, Karnataka-560020.	86	92	Mahesh Kumar Gupta: 9008032897	RailTel Corporation of India Ltd, 6/1, 12th main, Vasanth Nagar, Palace Road, Bengaluru (Bangalore) Urban, Karnataka, 560052.
4	Ernakulam	RailTel Corporation of India Ltd, 1st FLOOR, EASTERN ENTRY TOWER, ERNAKULAM SOUTH RAILWAY STATION, KOCHI-682016.	0	22	K.P. Ajith Kumar, AGM/POM/ERS 9746769882	RailTel Corporation of India Ltd, Eastern entry tower, Ernakulam South Railway Station, Kochi, Ernakulam, Kerala, 682016.