

-RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Purchase of Joint Closure for Railtel WR".

Ref: GeM Bid No. GEM/2023/B/3403798 Dated :01.05.2023

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com.*

TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
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1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unite rates should correspond to the referred unit rate. Priced BOM/SOR submitted with technical bid will lead to be summarily rejection of his/their bid.
6. GSTIN ID of vendor should be provided from where goods will be supplied.

7. Delivery Period, Consignee Address and inspection

- 7.1 **Delivery Period:** The supplier will have to supply the material within 30 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

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

7.2 Consignee Address:

S.No.	Consignee	Consignee Address	RailTel Region	Items to be
1	Sr.Mgr/Stores RCIL/Mumbai	RailTel Office, Mumbai	Western Region	All Qty.

7.3 Inspection:

Post Receipt Inspection at consignee Site before acceptance of stores:
Nominated RailTel Executive by CA.

8.1 **Estimated cost of tender:** Estimated cost of the Tender is **Rs.19,97,499/-** (Incl. GST).

8.2 **Earnest Money Deposit (EMD): 2% of Estimated Amount, Rs.39,950/-** with Payment online through RTGS/ internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 11037321307, IFSC Code SBIN0001821, Bank Name: State Bank of India, Branch address: Churchgate Branch, Maharshi Karve Marg, Mumbai- 400 020.

8.2.1 Earnest Money shall be exempted to Micro and Small enterprise (MSEs) registered for the tendered items.

1. This bid complies with “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 MoSME.”

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

2. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. PBG format specified in **Annexure-V**

- ii. The security deposit/PBG shall be submitted to RCIL/WR, Mumbai.

- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Mumbai.

Note:

1. Any Performance security upto a value of Rs.5Lakhs is to be submitted through online transfer only
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

2. Eligibility Criteria for OEM:

- The Material offered by the OEM or equipment of the same series/family (an undertaking by the OEM has to be submitted in support incase of immediate predecessor) from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online. OEM shall also submit proper contact detail of clients (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).
- The OEM should have supplied at least 35% of the tendered value of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Data Network equipment and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the

same will have to be submitted online.
(The bidder will have to submit the proof of establishment for the facility)

- All the documents of the OEM should be in English/Hindi languages only. Document other than English/Hindi will not be entertained. However, Technical Specifications and details should be in English only.
- OEM should not have been banned/blacklisted by any Govt/Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the OEM.

3. Eligibility Criteria:

3.1 Technical Eligibility for Bidder:

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work- Supply of Patch Cords, Attenuators, Joint Closures & Pig Tails etc.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

3.2 Financial Criteria for Bidder:

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

- 3.3 Bidder should have authorization specific to this tender from respective OEM as per **Annexure-III**.
- 3.4 The bidder should have registered office in India for a minimum period of 3 years as on schedule date of bid opening. Certificate of incorporation will have to be submitted.
- 3.5 The bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom Service Provider/ISP/NLD, Services License of Government of India for Telecom Operation.
- 3.6 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.

13 Splitting of Quantity: Not Applicable.

14 Evaluation Criteria:

- i. The bidder shall quote the prices as per the price format given in the tender.
- ii. Bidder should quote for all the items. The Offers will be evaluated on total cost including Long Term Maintenance Cost as quoted if Applicable (refer the Clause No.17)
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- iv. Offers from the tenderers not meeting the eligibility criteria will not be considered.

- v. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

15. Variation of Quantities at the Time of Award

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent (30%) at the time of placement of contract. The purchasers also reserve the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

16. Warranty:

The materials are to be warranted for **1-years** from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, 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.

For defective material (Patch-Chord, Attenuator, Pigtail & Joint –Clouser) replacement the contractor will have to follow the advance replacement procedure.

17. Long Term Maintenance Support: (Not applicable for this Bid)

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II. Any deviation / non acceptance will lead to rejection of the bid.

18 Warranty Period (Clause No. 16)

The materials are to be warranted for **1-years** from date of delivery to the consignee.

- **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for repeated failure of equipment/component/modules.

- For defective material (Patch-Chord, Attenuator, Pigtail & Joint –Clouser) replacement the contractor will have to follow the advance replacement procedure.

19. Payment Conditions:-

- (i) 100% payment against full supply.
- (ii) 80% payment against consumable material supply. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply.
- (iii) The following documents are to be submitted for payment:
 - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan
 - Original Consignee receipt with GRN No.
 - OEM Test Certificate /OEM Inspection Certificate
 - Warranty Certificate of OEM
 - Copy of BG/Proof of BG Submission
 - Certificate of receipt of Goods in good condition from RailTel

b) Tax variation: Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

- 20.** The tenderers 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 **Annexure-IV**. **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 railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) as per **Annexure-VI**

21. 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) Bid Security Declaration as per **Annexure – VI**.
- (ii) BOQ of offered equipment and unit rate analysis.
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iv) **Data Sheet of offered equipment.**
- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vi) **Technical Compliance of all Specification of items as per ATC documents.**
- (vii) Undertaking of Long Term Maintenance Support from OEM as per para **Annexure-II.(Not Applicable for this bid)**
- (viii) Proof of document required against Eligibility criteria of OEM and Bidder vide para11 & 12 respectively.
- (ix) MAF/OEM Authorization as per **Annexure-III**.
- (x) Notarized affidavit on a non-judicial stamp paper as per **Annexure-IV**.
- (xi) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25.

22. Offline submission:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Western Railway Microwave Complex, Senapati Bapat Marg Mahalaxmi (West) Mumbai - 400013 at any point of time whenever asked for verification. In case original are not produced before due date, bid may be rejected.

23. 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 (Patch-Chord, Attenuator, Pigtail & Joint – Clouser) shall be 60% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification for FY 2020-21. Bidder shall be required to give a self- certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Further the bidder shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

24. Insurance. (Not applicable for the Bid)

- 24.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- 24.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser.

25 Constitution of Firm and Power of Attorney

- 25.1 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.
- 25.2 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.
- 25.3 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.

- 25.4 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.
- 25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

- Note:** 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. Any deviation / non-acceptance may lead to rejection of the bid.
- 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/3403798 dt: 01.05.2023**
- 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 in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.*

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

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Annexure-I

Technical Specification

SOR item 1: Joint Enclosure 24F

S. N.	Description of Item	Unit	Quantity
SOR-1	Joint Enclosure 24F	No.	760

Technical Specification:

Sr.No.	Parameter	Specification
1	Dimension	Dia 490X205M
2	Material	*Dome-Modified Polymer Plastic/Poly Propylene * Splice Trays- ABS Grey * Clamp-Nylon Glass Filled Black
3	Wiegth	2-3 Kg with 2 splice Trays
4	Capacity	Max 72 Fiber (3 Trays of 24 Fiber)
5	No of Entry Points	Round-4 Nos Oval: - 1Nos
6	Cable entry port sealing mechanism	Heat Shrink
7	Closure body Sealing Mechanism	Gasket/Rubber
8	No Splice Trays	Max 3 Nos
9	Splice Tray Capacity	24 Fiber
10	Hinging of Trays	Towards Length
11	Self -locking of Trays (Opening)	Tray wedge for holding splice Tray
12	Strength Member Holding Mechanism	Locking at V Groove
13	Loose tube Slack	Behind Splice Tray
14	Level of Protection	IP68
15	Insulation Resistance	$\geq 2 \times 10^4$ M OHM
16	Voltage Resistance	15KV DC/1 Min.

Sr.No.	Description	Quantity
1	Number Ferruling 1-24	1 Set
2	Cable tie Wraps 755mm	1 pkt of 6
3	Splice Protection Sleeves	30 Pieces
4	Round Port sealing Sleeves	2 pieces
5	Adhesive Foil	3 Pieces
6	Emery Strip	4 Pieces
7	Oval port Sealing Sleeve	1 Piece
8	Branch of Clip	1 Piece
9	Transportation Tube	3 mtr of 3mm ID
10	Tape PVC 12.5mmX 500mm	1 Nos
11	Tissue Paper 3X4	1 Pkt of 25
12	IPA 100ml	1 Nos
The ageing time of the material of the Joint closures should be 30 Years.		
The Closures must be make of reputed OEMs 3M, TE connectivity, R&M etc.		

SOR item 2: Joint Enclosure 48F

S. N.	Description of Item	Unit	Quantity
SOR-2	Joint Enclosure 48F	No.	125

Technical Specification:

Sr.No.	Parameter	Specification
1	Dimension	Dia 490X205M
2	Material	*Dome-Modified Polymer Plastic/ Poly Propylene * Splice Trays- ABS Grey * Clamp-Nylon Glass Filled Black
3	Wieght	2-3 Kg with 4 splice Trays
4	Capacity	Max 72 Fiber (3 Trays of 24 Fiber)
5	No of Entry Points	Round-4 Nos Oval: - 1Nos
6	Cable entry port sealing mechanism	Heat Shrink
7	Closure body Sealing Mechanism	Gasket/Rubber
8	No Splice Trays	Max 4 Nos
9	Splice Tray Capacity	24 Fiber
10	Hinging of Trays	Towards Length
11	Self-locking of Trays (Opening)	Tray wedge for holding splice Tray
12	Strength Member Holding Mechanism	Locking at V Groove
13	Loose tube Slack	Behind Splice Tray
14	Level of Protection	IP68
15	Insulation Resistance	$\geq 2 \times 10^4$ M OHM
16	Voltage Resistance	15KV DC/1 Min.

Sr.No.	Description	Quantity
1	Number Ferruling 1-24	1 Set
2	Cable tie Wraps 755mm	1 pkt of 6
3	Splice Protection Sleeves	30 Pieces
4	Round Port sealing Sleeves	2 pieces
5	Adhesive Foil	3 Pieces
6	Emery Strip	4 Pieces
7	Oval port Sealing Sleeve	1 Piece
8	Branch of Clip	1 Piece
9	Transportation Tube	3 mtr of 3mm ID
10	Tape PVC 12.5mmX 500mm	1 Nos
11	Tissue Paper 3X4	1 Pkt of 50
12	IPA 100ml	1 Nos
The ageing time of the material of the Joint closures should be 30 Years.		
The Closures must be make of reputed OEMs 3M, TE connectivity, R&M etc.		

Note: - In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Annexure-II

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)**

RGM/WR
RailTel Corporation of India Ltd.

Dated:

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Applicable for OEM directly participating in the Bid.

I / We hereby confirm that we have read specifications & conditions of GeM Bid No..... and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by us **directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized Distributor/Partner of OEM

I / We hereby confirm that we have read specifications & conditions of GeM Bid No. and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us **directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Bid Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of Bid document.**

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

.....
.....

Note: Please Strike out whichever is not applicable.

Annexure-III

RGM/WR
RailTel Corporation of India Ltd.

Dated:

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

.....

Ref: GeM Bid No. GEM/2023/B/3403798 Dated: 01.05.2023

Dear Sir,

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

.....

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

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

Thanking you,
Best regards,

Authorised Signatory

Annexure-IV

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE
TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)**

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

as per the tender No. of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s) am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from RailTel's website www.railtelindia.com or GeM Portal gem.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of*

the tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Annexure - V

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One Hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate A, 6th Floor, Office Block Tower -2, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated..... made between.....and..... for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of.....Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.
4. We,..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or

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Annexure - 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 Corporation of India Ltd. 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
