

Additional Terms and Conditions

Name of the work: “Supply, installation & Commissioning of 60 KVA UPS with Battery along with buyback option of used batteries for RailTel, Egmore, Chennai POP and Supply of 3KVA UPS with Battery for Secunderabad POP.”

GEM Bid No: GEM/2023/B/3131342

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

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

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

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

b) (i) In case of tenders for composite Contracts tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

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

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

(Note: Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria).

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Similar Work: The work for Supply and installation of DG sets in any Government/State Government/PSU/Reputed Telco.

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

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

2. Financial Eligibility Criteria:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India). The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Access Point and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed item are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted offline.

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

3.Earnest Money Deposit (EMD): Rs.74,100/- (Rs. Seventy four thousand one hundred 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 warranted for 36 months from date of Installation.

5. Completion Period of Work: The work should be complete within 45 days from the date of issue of Letter of Acceptance/PO.

6. Consignee Details:

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

7. Tender Clarifications:

Contact Person: David Prabhakar 9840146780

Ranjith 97464 71399

Manikantan 7032915139

8. Schedule of Requirement (SOR):

S. No	DESCRIPTION OF ITEM	UNIT	QTY (in Nos.)	Rate inclusive of loading/unloading & freight (in Rs.)	GST @ 18% (in Rs.)	All inclusive Rate (AIR in Rs.)	Amount (AIR * Qty.) in Rs.
1	Supply, installation, and commissioning of 60KVA (3Ph-3Ph) IGBT based double conversion True Online UPS system (with SNMP / PRS kit) with Battery bank with specification as per Annexure A for Egmore POP, Chennai. (Both UPS should connect in parallel redundant mode with load sharing condition in separate chassis)	No.	2				
2	Supply, installation, and commissioning of 3 KVA (3Ph-3Ph) IGBT based double conversion True Online UPS system (with SNMP / PRS kit) with Battery bank with specification as per Annexure B for Secunderabad POP. (1 No. at Secunderabad & 1 No. at Tirupati)	No.	2				
3	Less: Buyback of used 12V/150Ah Batteries	No.	120	NA			
	Total						

Note: Consignee address at Annexure C.

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/works detailed in the Acceptance Offer towards security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract. The instrument shall be valid for three months beyond the warranty period. The security deposit shall be released after successful completion of contract including warranty period, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favour of “RailTel Corporation of India Ltd” payable at Secunderabad only, within 30 days of issue of purchase order.

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 FORM - IV

Note:

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

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 installation of material
- x. OEM certificate for the ordered quantity/ material supplied as per specification.
 - a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
 - b) Balance 20% value of the part supply and 100% of part installation on successful installation & commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

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. Trade Receivables Discount System (TReDS):

TReDS feature available.	Yes, on m1xchange portal. (Url: http://www.m1xchange.com)
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- 15.1. 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 m1xchange 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.
- 15.2. 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.
- 15.3. 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.

15.4 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.

16. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-V. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railtel/Railway there under.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 3 years.

17. Online Submissions:

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

- (i) EMD.
- (ii) Clause wise compliance along with all mentioned documents/Forms for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.

- (vi) Proof of document required against Eligibility criteria of OEM (or) Authorized bidder of OEM vide para 11 / 12 as applicable.
- (vii) Statement of deviation as per **Form-II**
- (viii) MAF/OEM Authorization as per **Form-III**
- (ix) Notarized affidavit on a non-judicial stamp paper as per **Form-V**.
- (x) Notarized Power of Attorney in name of authorized signatory

18. 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.

19. Insurance:

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

20. Constitution of Firm and Power of Attorney:

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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/3131342**
- 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.

21. 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 SPECIFICATIONS**Technical Specifications for 60KVA UPS:****Annexure-A**

S.No	General characteristics (60 KVA)	
1	Technology	On-line double conversion VFI-SS-11
2	Waveform	Sinusoidal
3	Architecture	Stand Alone or Distributed Parallel up to 6 units
	Input Characteristics	
1	Input Voltage	3 Phase. Range: 242 - 459V at 50% load & 338V - 459V at full load
2	Input Frequency	45-65HZ
3	Input Voltage Range (PH-PH)	318 - 459 V
4	THD of input current	<5% at full load
5	Compatibility with Diesel Generators	yes
6	Input power factor	>0.99
	Output characteristics	
1	Output Voltage	380, 400, 415V (3PH+N+PE) (Adjustable from front panel)
2	Efficiency	up to 96%
3	Efficiency in ECO mode	up to 98.5%
4	Output frequency (nominal)	50/60 HZ (Adjustable from front panel)
5	Output frequency tolerance	±0.1% Synch with Mains; ±0.01% Free Run
6	Crest Factor	up to 3:1
7	THD of output voltage	<2% at full linear load
8	Output power factor	1
9	Output voltage tolerance	±1%
10	Overload Capability	10 min at 125%; 60 sec at 150%
11	By-pass	Built-in Automatic and Maintenance Bypass
	Batteries	
1	Battery type	VRLA-SMF - AGM Maintenance free (12V/150Ah) 120 Nos.
2	Internal batteries	Yes
3	Battery test	Yes, Automatic or Manual
4	Battery Recharge Profile	IU (DIN41773)

S.No.	Communication and management For 60 KVA	
1	LCD Display	Touch screen, led bar status, live synoptic view for real time
2	Communication Ports	RS232, GenSet, Programmable 4Relay Contacts, ModBus
3	Back Feed Protection	Internal Back Feed Protection Device is Standard
4	Audible Alarm	Acoustic alarms and warnings
5	Net Interface Slot	optional SNMP card
6	Emergency Power Off (EPO)	yes
7	Remote Management	Available
	Ambient conditions	
1	Operating temperature (°C)	0÷40
2	Relative humidity (%)	20÷95% not condensing
3	Protection index	IP20
4	Noise at 1 m (dBA)	< 58 to < 60
	Compliance	
1	Reference product standards	EN 62040-1, EN 62040-2, EN 62040-3

Technical Specifications for 3 KVA UPS:**Annexure-B**

S.No.	General characteristics (3 KVA)	
1	Rating in KVA	3.0 KVA
2	Switching Technology	IGBT-PWM
3	Input Voltage	AC Single phase 160V - 260V 50Hz
4	Output Voltage	AC Single phase 230V +/-1% 50 Hz
5	Warranty for UPS (Years)	3 Years
6	Battery/Backup Bank Provided with Online UPS	With Battery
7	Type of Battery	SMF-VRLA Batteries
8	Backup time (Minutes)	30 Minutes
9	Battery Make	Exide or Amaron or similar
10	Battery Model Number	L42
11	Battery capacity (Ah)	42
12	Weight of the Battery (kg)	14
13	Number of Batteries	6
14	Minimum Guaranteed VAH	1600 X Per KVA X Per hour of backup time
15	Warranty for battery (Years) by Battery Manufacturer/Brand hint: NA in case battery not provided	3
16	Accessories with Battery	NA
17	Overall Efficiency (%)	>=90% & <94% without Inbuilt isolation transformer
18	Power Factor Load Supported	0.8 or better
19	Overload limit	20% Overload for minimum 10 minute, 20% Overload for minimum 5 minute, 50% Overload for minimum 1 minute, 50% Overload for minimum 3 seconds
20	Total Harmonic Distortion (THD) (%)	3% Maximum @ 100% Linear Load
21	Other Functional Features	Crest factor on full non-linear load is not less than 3:1
22	Accessories	Rack for Batteries
23	Protection	Protection for under voltage at battery terminal
24	Metering	Input Voltage
25	Alarms and Indications	Acoustic alarms and warnings
26	Additional Features	Pure Sinewave AC Output

27	Type of Design / Construction	Floor Standing
28	Form factor of UPS	NA (for Floor Standing)
29	Enclosure (mm)	1.2 mm Minimum Thickness of M.S. Sheet duly powder coated
30	Degree of Protection	IP21
31	DC Bus Voltage (In Volts)	72
32	Other Constructional Features	Mains ON/OFF MCB
33	Minimum Operating Temperature	0 degree Celsius
34	Maximum Operating Temperature	50 degrees Celsius
35	Relative Humidity Non-Condensing at 50 degree C	90 percent

Technical Specifications for 12V/150AH VRLA-SMF Batteries:

s.no	Description	specification
1	Capacity	150AH
2	Nominal Voltage	12V
3	Type	SMF VRLA (Sealed maintenance free)
4	Maintenance	Free
5	Rating	C20
6	Float voltage	13.5V per module @ 27C
7	Boost Voltage	13.8V per module @27C
8	Charging current	min 10% of battery capacity
9	Battery must be recycled	
10	Warranty	36 months
B	Dimensions(mm)	mm
1	Length	453
2	Width	173
3	Total height	251
4	Terminal type	L type
5	Plastic	PPCP
C	Features requirement	
1	PPCP Containers with low permeability ensures that there is no water loss.	
2	Lead Acid Storage Type @ C20 Rating	
3	Proven AGM technology ensures maintenance-free characteristics.	
4	Reinforced end walls improve impact resistance.	
5	Thicker grids and higher separator compression prolong life expectancy.	
6	Inter cell weld between cells provide a high reliable, low resistance current path.	
7	A unique heavy-duty corrosion-resistant alloy for positive grids, to increase cyclic life in tropical environments.	
8	Radgrid profile provides lower internal resistance and superior high discharge performance.	
9	Instacharge a patented paste recipe for excellent charge acceptance.	
10	Low self-discharge rates for extended storage periods.	
11	Conforms to International standards – JIS8702C.	
12	Design float life of 10 years.	
13	Clean and Sleek looks.	

FORM-I

QUALIFYING CRITERIA USER's CERTIFICATE

Name of the Firm Contract No. & date

Scope of Work

Contract Amount (in Indian Rupees)

Completion Period as per contract Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

E-mail id:

Contact No:

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

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

Clause	Deviation	Remarks
		(including justification)

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

Clause	Deviation	Remarks
		(including justification)

Signature and seal of the Tenderer

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

FORM III

Manufacturer Authorization form (MAF)

ED/SR,

Dated:

RailTel Corporation of India Ltd.

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

Ref: GeM Bid No.

Dear Sir,

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

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

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

Thanking you,

Best regards,

Authorized Signatory

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender conditions from RailTel website www.railtelindia.com/ <https://www.Gem.gov.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender conditions. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender BID SECURITY DECLARATION besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be **summarily rejected**.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of BID SECURITY DECLARATION/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER
Place:
Date:

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

Annexure-C**Consignee Details:**

S. No.	Location	Consignee Address	Consignee Contact Details	Billing Address	Bill Paying Authority
1	Chennai	RailTel Corporation of india Ltd,4th Floor, 275E, Southern Railway, Egmore, Chennai, Tamil Nadu, 600008.	Ranjith 97464 71399 Sr. Manager	RailTel Corporation of india Ltd,4th Floor, 275E, Southern Railway, Egmore, Chennai, Tamil Nadu, 600008.	DGM /FINANCE, RailTel Corporation of india Ltd, 1-10-39 to 44, 6A, 6 th floor, Gumidelli Towers, Begumpet, Hyderabad-500016.
2	Secunderabad	RAILTEL CORPORATION OF INDIA Ltd., Plot No: 24-87/5/107&108, Laxminarayana colony, IDA uppal, Hyderabad -500039.	Ashok Kumar-9100970641 Sr. Manager/ Stores	RailTel Corporation of india Ltd,2nd Floor, B-block, Rail Nilayam, Secunderabad, Hyderabad, Telangana 500071.	
3	Tirupathi	K Seshagiri Rao Railtel corporation of India Ltd 3rd floor Railway reservation complex Tirupati -517501	K Seshagiri Rao 9866247958 AGM	Railtel corporation of India Ltd 3rd floor Railway reservation complex Tirupati -517501	