

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(Ministry of Railways)

OPEN TENDER DOCUMENT

FOR

**“Supply of Optical Fibre Splicing (Joint) Enclosures (24F) for
maintenance of BBNL OFC in NOFN Project of Gujarat”**

**TENDER No. RailTel/Tender/OT/WR/NOFN/2018-19/13 dated:
19/10/2018**

Tender Copy No. _____

Sold to:

रेलटेल
RAILTEL
A Government of India
Undertaking

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RailTel Corporation of India Ltd.

(A Government of India Undertaking)

Western Region

No. RailTel/Tender/OT/WR/NOFN/2018-19/13

Dated: 19.10.2018

OPEN TENDER NOTICE

RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi Mumbai, invites the sealed Open Tenders in “single packet” system from established contractors with proven experience for “**Supply of Optical Fibre Splicing (Joint) Enclosures (24F) for maintenance of BBNL OFC in NOFN Project of Gujarat.**” as per following details:

a)	Sale of Tender	From 22.10.2018
b)	Last date & time of submission of tender:	Up to 15:00 hrs on 12.11.2018
c)	Date & time of opening of tender:	At 15:00 hrs on 12.11.2018 (If the date of opening happens to be a holiday the tender will be opened on next working day at same time.)
d)	Approximate total cost of supply of item (Schedule)	Rs. 22,13,385/- (Rupees Twenty Two Lakh Thirteen Thousand Three Hundred and Eighty Five Only)
e)	Earnest money:	Rs.44,270/- (Rupees Forty Four Thousand Two Hundred and Seventy Only)
f)	Validity of offer	30 days from the date of Opening of TD
g)	Delivery period	30 days from the date of issue of PO
h)	Address for availability of tender document	Regional General Manager, Western Region, RailTel Corporation of India Ltd., Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013.
i)	Web address for availability of tender document	Detailed tender notice and tender document are also available at our website www.railtelindia.com .

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h)	Cost of Tender Document:	Rs. 3,360/- (Three Thousand Three Hundred and Sixty only) including GST and Rs. 3,920 /- (Three Thousand Nine Hundred and Twenty only), If required by post including GST.
i)	If the tender document is downloaded from the website then the cost of tender document as stated above have to be submitted along with the offer in the form of Bank Draft in favour of NOFN EXPENDITURE CURRENT ACCOUNT WR payable at Mumbai. Further information is available at RailTel's website www.railtelindia.com or from the office of Regional General Manager, RailTel /Mumbai. The tenderer has to submit PAN No. &GSTIN No. at the time of submission of their "on account bills" with tax invoices. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.	

NOTE :Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender following exemption shall be available i) They shall be exempted from cost of tender document. However postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post. ii) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as NIT, along with their offer otherwise their offer would not be considered.

The offers shall be opened on above said date in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be opened on the next working day.

GM/NOFN
For RailTel Corporation of India Ltd, Mumbai

CHAPTER - I**OFFER LETTER**

From:

Date:

To:

Regional General Manager,
RailTel Corporation of India Limited,
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi
Mumbai - 400013

Sub: Supply of Optical Fibre Splicing (Joint) Enclosures (24F) for maintenance of BBNL OFC in NOFN Project of Gujarat

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **30** days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender No. RailTel/Tender/OT/WR/NOFN/ 2018-19/13 Dated: 19.10.2018** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the material within **30** days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supply according to the Specifications for materials laid down by the RailTel for the present contract.

2. A sum of **Rs. 44,270/-** (Rupees Forty Four Thousand Two Hundred and Seventy Only) as on Account Payee Demand Draft in favour **NOFN EXPENDITURE CURRENT ACCOUNT WR** payable at Mumbai. No. ----- dt. ----- issued by ----- is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 15 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

- 1.
- 2.

CONTRACTOR (S) ADDRESS

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CHAPTER II**SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)****Tender No. RailTel/Tender/OT/WR/NOFN/2018-19/13****Dated: 19.10.2018****Supply Schedule**

SN	Description	Unit	Qty (in Nos.)	Unit Rate (Rs.)	Freight Charges per unit (In Rs)	Other charges & Levies per unit (In Rs)	GST (Rs)	Unit cost per unit (all Inclusiv e) (In Rs)	Total Amount (Rs.) All incl.
1	Supply of Optical Fibre splicing (Joint) Enclosure (24F) with all accessories as per specification in chapter IV.	Nos.	1830						

Total in Figures:**Total in Words:**

Note:

1. The material should be supplied as per Technical Specifications given in Chapter IV.
2. Tenderer shall give break-up of quoted rates indicating separately the basic cost, GST, insurance charges, packing, forwarding & transportation charges (freight upto destination) including unloading at consignee premises and other levies, if any as per Annexure-A & Annexure-B.
3. Total value quoted in words is treated as final.

Signature & seal of the Tenderer

Annexure-B

Price Schedule for Imported Items													
S N	Description	EX- Factory Price(Ba sic Unit Price excl usive of all levies and char ges)	Unit Price Per Unit CIF	Custom Duty		IGST		Pkg & Inland Freight		Inland Insura nce		Other C harges and Levi es	Price Per Unit(all inclusive)for delivery at destination(6+8+10+12+13)
				%	Amt	%	Amt	%	Amt	%	Amt		
1	2	3	4	5	6	7	8	9	10	11	12	13	14

CHAPTER III

Commercial Terms & Conditions

GENERAL CONTRACT TERMS & CONDITIONS

1. General instructions

- 1.1** Tenders are invited on behalf of RailTel Corporation of India Limited, Western Region, and Mumbai from Original Equipment Manufacturers (OEMs) of tendered item as detailed in SOR (Chapter II).
- 1.2** In case any manufacturer(s) does not market their product(s) directly, then such manufacturer(s) may submit their offer along with documents for their being manufacturer through their Authorized Marketing outlet. In such case authorization certificate (duly attested by Public Notary) valid on due date of tender opening or authenticated letter in original specifying the tender reference in the name of tenderer from manufacturer for the tendered item should be submitted by the tenderer along with the offer.

2. Description of item

As per Schedule of Requirement.

3. Scope of Work:

The broad responsibility of the contractor under the scope of work for this tender shall be as under:

- i.** Supply of item confirming to Specifications & requirements specified in tender document & as per 'Schedule of Requirement'.

4. Offer letter and Validity of Offer

- 1.1** The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.
- 1.2** Bidder should enclose their credentials including supply of similar material to other government/PSUs/ Telecom Service Providers.
- 1.3** The GST registration is required to avail GST Credit, tenderer should be registered with Concerned department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer is summarily rejected.
- 1.4** The bidder should fulfill the complete Technical specifications as per Chapter-IV.
- 1.5** The offer should remain valid for a period of **30** days from the date of opening.
- 1.6** The Splice Joint Enclosure shall be approve against the technical specifications as per TEC GR mentioned in the table below and the valid TAC/TSEC of the quoted items of

accessories shall be submitted along with the bid .TSEC obtained against BBNL tender no BBNL/MM/2013/001 issued on 03.04.2013 will be acceptable. For Joint closures the bidder may quote for such models of accessories for which, TSEC in QF-103 Form to Quality Assurance Circle, Bengaluru or in Form-B to TEC, New Delhi have been applied for against the technical specifications as per respective TEC GRs at least one day before the opening of the tender. The registration number allotted for TSEC purpose by QA circle BSNL Bengaluru or for TAC New Delhi Shall be submitted along with the bid. However only type approved accessories as per below specification, will be accepted, which will have to be obtained before placement of PO.If the bidder is not the manufacturer of such tendered items , then the bidder shall enter into legally binding agreement(s) with manufactures of the tendered items and the copy of such agreement(s) shall be furnished with the bid. It shall be bidder's responsibility to ensure timely availability of valid TSEC/TAC against third-party products.

Sr No	Item Description	TEC GR NO
1	24 F Splice Closure (Buried Type) for making Straight joints and Branch Joints for branching 6F/12F/48F cables with provision for mounting splitters	TEC GR No. TEC/GR/TX/OJC- 002/03/APR-2010 with latest amendment, if any

- 1.7. 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 statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-6. 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.
- The RailTel 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, 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 Shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
 - In case of any wrong information submitted by the tenderer, the contract shall be terminated , Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (Five) years.

5. Warranty

- 5.1** The contractor shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications. The contractor 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 of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract protection, deficiencies in circuit 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.
- 5.2** The contractor shall give warranty of materials supplied by them for a period of **12 months** from date of receipt of materials.
- 5.3** If it becomes necessary for the contractor to replace any defective materials under this clause, the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 12 months from of receipt of material.
- 5.4** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

6. Delivery of material:

The Materials should be supplied within **30 days** of issue of "Purchase Order" and should be delivered to the consignees as per Purchase Order. The materials are required to be delivered as per below:

SR NO	OFFICE	ADDRESS	Approx QTY. (In Nos)
1	RailTel , Amreli	RailTel Corporation of India Ltd., BSNL Staff Quarters, Lathi Road, Amreli, Gujarat- 365601	208
2	RailTel, Kachchh	RailTel Corporation of India Ltd., GMTD BSNL Bhuj Office, Satelite quarters, Haripar Road, Bhuj Gujarat- 370001	300
3.	RailTel, Vadodara	RailTel Corporation of India Ltd., Nizampura Telephone Exchange, Beside VNSS Atithi Gruh, Opp. Fertilizer Nagar Society, Mahesana Nagar Char Rasta, Vadodara- 390002.	150
4	RailTel , Chhota Udepur	RailTel Corporation of India Ltd., BSNL Exchange Compound, Near Chota Udepur Railway Station, Block- Chota Udepur, District- Chota Udepur, Gujarat- 391165	100

SR NO	OFFICE	ADDRESS	Approx QTY. (In Nos)
5	RailTel, Kheda	RailTel Corporation of India Ltd., Nadiad BSNL Telephone Exchange Compound, GMTD Dur Sanchar Bhavan, Pij Road, Vallabhnagar, Nadiad, Dist.- Kheda, Gujarat- 387002	150
6	RailTel, Bharuch	RailTel Corporation of India Limited, 30, Indira Nagar Co-operative Housing Society, Behind HP Petrol Pump, Zhadeshwar Road, Bharuch, Gujarat - 392011	200
7	RailTel, Bhavnagar	RailTel Corporation of India Ltd. BSNL Main Exchange Building, Gundala, Block- Sihor, District- Bhavnagar, Gujarat, Pin- 364240	405
8	Gandhinagar	RailTel Corporation of India Limited, C/o- Bharatbhai Maneklal Patel, House No.- A 12, Satyamev Chhavani, Vill.- Sugad, Dist.- Gandhinagar, Gujarat- 382424 (Contact Number:+91 9974151528)	10
9	Porbandar	M/s BBNL, C/o RailTel, Shri Madan Kumar, Assistant Engineer, RailTel Corporation of India Limited, BSNL Telephone Exchange, GIDC Area, Narsang Tekri, Taluka & District- Porbandar, Gujarat- 360577	60
10	Mehsana	RailTel Corporation of India Ltd., BSNL Meetha Store Gowdown, Near G.E.B., Jhotana Road, Tehsil- Mehsana, Dist.- Mehsana- 384002	112
11	Patan	RailTel Corporation of India Ltd., BSNL Telephone Exchange Building, Harij, Dist.- Patan, Gujarat- 384240	60
12	Sabarkantha	RailTel Corporation of India Ltd., Ground Floor, WTR Telecom Staff Quarters, Opp. Civil Hospital, Near Civil Circle, Block- Himmatnagar, Dist.- Sabarkantha, Gujarat- 383001	75
	Total		1830

Note: All the locations given above are tentative and may change. RailTel has the right to change location within Western Region & firm has to supply at location given by RailTel.

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7. Payment Terms

7.1 **90%** on supply of materials at site duly inspected and accompanied with the following documents:

- Invoice: Tax Invoice as per GST Provision.
- Tax Invoices shall have clear bifurcation of basic price and GST, indicating the break-up of the GST for availing CENVAT Credit.
- The Tax Invoices shall be raised state wise(place of service and supply) in the name of:

State	Address	RailTel GSTIN
Gujarat	RailTel Corporation of India Ltd., Opposite SBI Laghu Udyog, Branch , Ashram Road , Ahmedabad, Gujarat	24AABCR7176C1ZJ

- Indicating the place of supply and shall be submitted at Mumbai.
- All Tax Invoices raised should be serially numbered as per GST provision.
- GST No. of RailTel& Vendor should be mentioned on the face of the Tax Invoices.
- Vendor should comply all provision of CGST/SGST/UGST Act.
- Paying Authority: Deputy General Manager /F/WR/Mumbai.
- All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- All payment shall be made in Indian Rupees only.
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier as per warranty clause 5.
- All payments to be made directly to the Contractor through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel

7.2 Balance 10% value of the PO on full supply at site and on receipt by the consignee.

8. Performance Bank Guarantee (PBG)

8.1. (i) The supplier is required to submit a Performance Bank Guarantee (PBG) within 30 days of issue of Letter of Acceptance for 10 % of the value of the LOA. The PBG shall be valid for a period of 2 months beyond warranty period towards satisfactory performance of contract. The PBG shall be returned after successful completion of contractual obligation for Supply and acceptance of material duly accepted by consignee including warranty period .The Proforma for PBG is given in Chapter V – Annexure -1. If PBG submission is delayed beyond 30 days up to 60 days, penalty @15% p.a. over PBG amount will be levied. However, if PBG submission is delayed by more than 60 days, penalty @30% p.a. over PBG amount will be levied.

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(ii) A separate advice of Performance Bank Guarantee (PBG) will invariably be sent by PBG issuing bank to the RailTel's Bank through Structured Financial Messaging System (SFMS) and only after this, the PBG will become acceptable to RailTel. It is therefore in own interest of successful bidder to obtain RailTel's bank IFSC Code, its branch and address and advise these particulars to the PBG issuing bank and request them to send advice of PBG through SFMS to the RailTel's bank.

8.2 The value of P.B.G. to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

8.3 The PBG will be forfeited if the order is terminated by the purchaser on account of Contractor.

9. Taxes & Duties

Please see clause 21.

10. Liquidated Damages

The timely delivery is the essence of this project. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of supply. RailTel will have the right to cancel the order, place order on alternative source besides levying the L.D. In such case the PBG will be forfeited and the tenderer will not be allowed to participate in the tender. The competent Authority while granting extension of currency of the contract may also levy token penalty as deemed fit based on the merit cases.

11. Transportation

The rates quoted should be F.O.R. destination.

12. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

13. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. The issue of Letter of Acceptance shall constitute the award of contract on the bidder. The bidder shall, within 15 days of issue of Letter of Acceptance, give his acceptance along with Performance Bank Guarantee as per Clause 8 and sign the Agreement within 15 days of issue of Letter of Acceptance as per Performa in Chapter V - Annexure -2.

14. Purchaser's Right to Vary Quantities

14.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted. The contractor shall be bound to carry out the supply at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of supply.

- 14.2 Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item shall be paid 98% of the rate awarded for that item in this tender.
- 14.3 Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in this tender.
- 14.4 Variation in quantities of individual items beyond 150% will be executed through fresh tenders or by negotiating with the existing contractor with finance concurrence and approval of competent authority.
- 14.5 For decrease beyond 25% for individual items, finance concurrence and approval of competent authority shall be taken after obtaining “No Claim Certificate” from the contractor.
- 15. Splitting of Order**
Not Applicable.
- 16. Purchaser’s Right to accept any Bid and to reject any or all Bids**
The purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser’s action.
- 17. Issue of Advance Purchase Order - Not Applicable**
- 18. Issue of Purchase Order and Award of contract – Please see Clause 13.**
- 19. Annulment of Award**
Failure of the successful bidder to comply with the requirement of Clause 8 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.
- 20. Earnest Money Deposit (EMD)**
- i. Earnest Money as per Tender Notice shall be submitted in the form of Pay Order/ Demand Draft from any Nationalized/Scheduled bank in India in favor of **“NOFN EXPENDITURE CURRENT ACCOUNT WR” payable at Mumbai.**
 - ii. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance and not furnishing performance security in accordance with clause 8 & 13.
 - iii. Tenders not accompanied by Earnest Money shall be summarily rejected.
 - iv. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible.
 - v. The successful bidder’s EMD will be discharged upon the bidder’s acceptance of the Letter of Acceptance satisfactorily and furnishing Performance Bank Guarantee in accordance with Clause 8.

- vi.** For NSIC registered firm:
Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender following exemption shall be available i) They shall be exempted from cost of tender document. However postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post. ii) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as NIT, along with their offer otherwise their offer would not be considered.

21. BID PRICES, Taxes & Duties

- 21.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. **The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the tender as per schedule given in Chapter II.** The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.
- 21.2 The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be quoted separately.
- 21.3 Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority.

22. Clause wise Compliance

Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses.

23. Provenness of the material/equipment supplied:

In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the satisfactory performance of the material supplied and services rendered by him like Manufacturer's test cum Guarantee certificate.

24. Training - Deleted

25. Inspection

- 25.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's

representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

25.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.

25.3 In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

26. Force Majeure

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

27. Settlement of Disputes

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

28. Governing Laws

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

29. Termination for Default

29.1 The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.

- b. If the supplier fails to perform any other obligation(s) under the contract; and
- c. If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice form the purchaser.

29.2 In the event the purchaser terminates the contract in whole or in part, due to nonperformance of the contractor, the Purchaser may proceed, to procure upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and in such case the PBG shall be forfeited.

30. Termination for Insolvency

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

31. Not Applicable

32. Submission of Tender Bid (Single Packet System):

32.1 The envelope shall be addressed to the Purchaser at the following address:

**Regional General Manager,
Western Region,
RailTel Corporation of India Ltd.,
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013.**

32.2 Earnest Money Deposit (EMD) equal to **Rs. 44,270** (Rupees Forty Four Thousand **Two** Hundred and Seventy Only) in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at New Delhi, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. **Each and every page of the bid should be numbered and signed by authorized representative of the firm.** Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

32.3 **The Tender document issued by RailTel should be signed on each page along with stamp of the company/Firm and should be submitted along with bid.**

The envelope shall bear **name of the supply, the tender no. and the words “DO NOT OPEN BEFORE” (due date).**

32.4 Bid should be delivered to the above address so as to reach **upto 15.00** hours of dt as indicated in the Open Tender Notice. The bids shall be opened at **15:00** hours on the same day in the above office in the presence of those representative of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday the same shall be done on the next working day.

33. UNIT PRICES

33.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/ unloading and handling of materials, commission for arranging dispatch by rail direct from manufacturer's factory and

completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of Wagon, collection of banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as also siding or shunting charges, if any, levied by the Railway.

- 33.2 The prices shall include all taxes , duties, Royalty, GST and levies (including GST etc.) applicable on this Supply Contract. Therefore, they should quote their prices taking into account all types of taxes including GST on supply contract as leviable. Ambiguous charges without firm and specific figures quoted as “extra” will make the bid liable to be **summarily rejected**.
- 33.3 The prices quoted by the tenderer shall include all cost of Administration of Contract, Insurance Premium, Banker’s charges for guarantees, cost of storage, loading-unloading and handling of materials and for any road transport which the contractor may use for carriage of materials to his depot and the site of work. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 33.4 The price to be quoted by the tenderers should take into account the credit availed on inputs under the GST Credit. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him.
- 33.5 While the price quoted in the contract are inclusive of all taxes i.e. GST levied by any statutory authority, the purchaser shall make any deduction toward GST on supply contract if statutorily required to do so. The deducted GST on supply contract shall be remitted to the concerned GST authority and the purchaser shall in no way be responsible for any disputes between the GST authorities and the contractor in this regard.
- 33.6 All taxes, duties and levies (Including GST) arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule.
- 33.7 No import license shall be arranged by the RailTel for this work.
- 33.8 The price quoted in the offer should be firm, fixed indicated the breakup and inclusive of all taxes & duties like import, custom, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 33.9 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 33.10 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 33.11 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

- 33.12 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the Credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 33.13 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST alongwith respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 33.14 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 33.15 In regards to supply contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 33.16 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 33.17 **In case of imported equipment: -**
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- 33.18 **Evaluation Criteria: -**
Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, Freight, Insurance and any other charge or cost quoted by the tenderer, including GST payable.
- 33.19 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned Tax Authority. On reverse charge by RailTel, wherever applicable.

34. Fall Back Clause:

- i. The price charged for the stores under the contract by the contractor shall not in any event exceed the lowest price at which the contractor sells the stores or other offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may be during the period till the performance of all supply orders placed during the currency of the Purchase Order is completed.
- ii. If at any time the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person / organization including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sale price to the Purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to,
 - (a) Export / Deemed Export by the contractor,
 - (b) Sale of goods such as drugs which have expiry dates, and
- iii. The Contractor shall furnish the following certificate to the bill paying officer along with each bill for payment of supplies made against the contract. "I / We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may be, up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchase order under the contract except for quantity of Stores categorized under sub-clause (a) & (b) of sub para II above, details of which are as follows: "

CHAPTER IV

Technical Specification of Optical Splice Closure

Sr No	Item	TEC GR NO
1	24 F Splice Closure (Buried Type) for making Straight joints and Branch Joints for branching 6F/12F/48F cables with provision for mounting splitters	TEC GR No. TEC/GR/TX/OJC-002/03/APR-2010 with latest amendment, if any <u>It should have the IP rating 68.</u> The closure should have the provision for splicing of fibers of 12/24/48F cables to pig tails of the splitters (for branch joints closures with splitters) and to individual fiber of loose tube type cables (for FDMS without splitters). It should have the provision for oval shape entry port for entry of loop of 12F/24F/48F cable and adequate number of circular entry ports so that minimum 2-3 cables of size 12F can be accommodated.

CHAPTER V

Annexure-1

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, III Block, Delhi Technology Park, Shastri Park, Delhi-110053 with Western Regional office at Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited 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.

We,(name of 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 as 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.only.

We,(name of bank) 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.

We,(name of 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 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. We,.....(name of bank) 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 or 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 affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

We (the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees only).
- (ii) This Bank guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serves upon the bank, written claim or demand on or before

Dated theday of 20.....

for
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :



Annexure-2**AGREEMENT**

An AGREEMENT made this _____ day of _____ two thousand and Eighteen, between RailTel Corporation of India Limited, having its registered office at 6th Floor III Block, Delhi Technology Park, Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi-Mumbai- 400 013., acting in the premises through Regional General Manager or his successor of M/S RailTel Corporation of India Limited, Mumbai (hereinafter referred to as 'RailTel') of one part and M/s _____ (**Address of the Company both Registered and Regional office address**) (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for _____ [**Name of Work**] as per Tender papers at **Annexure 'B'** hereto the Contractor has submitted a Tender hereto and whereas the said Tender of the Contractor has been accepted for _____ [**Name of Work**] as per copy of **Letter of Acceptance No. _____ dated _____ of Tender No. _____** dated _____ (**Tender Notice date**) complete with enclosures at the accepted rates and agreed deviations from Tender Papers as per **Annexure-A** hereto and at an estimated contract value of Rs. _____ (Rupees _____ Only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in **Annexure 'A' and 'B'** hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said **Annexure 'A'** and in terms of the provisions therein.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by _____ -
Shri _____ for and on behalf of M/s. _____

The contractor within named in the presence of:

1. Signatures

Date

Name in Block Capitals Address

2. Signatures

Date

Name in Block Capitals Address

Signed and delivered at _____ for and on behalf of RailTel by
Shri _____ (Director / Projects or his successor) in the presence
of :-

1. Signatures

Date

Name in Block Capitals

2. Signature

Date

Name in Block Capitals

Annexure 'A'

: Copy of Letter of Acceptance

Annexure 'B'

: Tender Document

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Undertaking

Annexure-3

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from requirements of the conditions of Contract

General contract terms and condition (Chapter -III)

Clause	Deviation	Remarks (Including Justification)
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2. The following are the particulars of deviations from requirements of the Technical specifications (Chapter -IV)

Chapter	Clause	Deviation	Remarks (Including Justification)
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

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Annexure-4

The Dy. General Manager (Finance)
RailTel Corporation of India Ltd. (Regional Office)
Western Railway Microwave Complex,
Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400 013.

Sub. : Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for Online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

1.	Beneficiary Name :	M/s
2.	Beneficiary Address :	
3.	PAN No.	
4.	GSTIN (list)	
5.	Bank A/c No. :	
6.	Name of Bank :	
7.	Bank Branch Address:	
8.	Branch Id Code :	
9.	Current Account No.	
10.	RTGS / IFSC Code :	
11.	NEFT/ IFSC Code :	
12.	MICR no.	

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For
for Online payments

Verified above Bank Particulars

Authorized Signatory

Bank's Authorized Signatory

Annexure-5

Name of Locations for Supply of Material

(State : GUJARAT)

Sr. No.	Station/Location with states	Materials Qty. (In Nos)	Consignee
1	RailTel Corporation of India Ltd., BSNL Staff Quarters, Lathi Road, Amreli, Gujarat- 365601	208	AE/Amreli/Store, Cosultant/NOFN/Amreli
2	RailTel Corporation of India Ltd., GMTD BSNL Bhuj Office, Satelite quarters, Haripar Road, Bhuj Gujarat- 370001	300	AE/Bhuj/ Store, Manager/DM/Bhuj/RailTel
3	RailTel Corporation of India Ltd., Nizampura Telephone Exchange, Beside VNSS Atithi Gruh, Opp. Fertilizer Nagar Society, Mahesana Nagar Char Rasta, Vadodara- 390002.	150	AE/Vadodara/ Store
4	RailTel Corporation of India Ltd., BSNL Exchange Compound, Near Chota Udepur Railway Station, Block- Chota Udepur, District- Chota Udepur, Gujarat- 391165	100	AE/Chota Udepur/ Store, Sr.Magager/Chhota Udepur
5	RailTel Corporation of India Ltd., Nadiad BSNL Telephone Exchange Compound, GMTD Dur Sanchar Bhavan, Pij Road, Vallabhnagar, Nadiad, Dist.- Kheda, Gujarat- 387002	150	AE/Kheda/ Store, Sr.Manager/Kheda/RailTel
6	RailTel Corporation of India Limited, 30, Indira Nagar Co-operative Housing Society, Behind HP Petrol Pump, Zhadeshwar Road, Bharuch, Gujarat - 392011	200	AE/Bharuch/ Store, Cosultant/NOFN/Bharuch
7	RailTel Corporation of India Ltd. BSNL Main Exchange Building, Gundala,Block- Sihor, District- Bhavnagar, Gujarat- 364240	405	AE/Bhavnagar/ Store, Manager/Bhavnagar/Railtel
8	RailTel Corporation of India Limited, C/o- Bharatbhai Maneklal Patel, House No.- A 12, Satyamev Chhavani, Vill.- Sugad, Dist.- Gandhinagar, Gujarat- 382424 (Contact Number:+91 9974151528)	10	AE/Gandhinagar/ Store, Manager/Gandhinagar

Sr. No.	Station/Location with states	Materials Qty.	Consignee
9	M/s BBNL, C/o RailTel, Shri Madan Kumar, Assistant Engineer, RailTel Corporation of India Limited, BSNL Telephone Exchange, GIDC Area, Narsang Tekri, Taluka & District- Porbandar, Gujarat- 360577	60	AE/Porbandar/ Store, DM/Porbandar/RailTel
10	RailTel Corporation of India Ltd., BSNL Meetha Store Gowdown, Near G.E.B., Jhotana Road, Tehsil- Mehsana, Dist.- Mehsana- 384002	112	AE/Mehsana/ Store, DM/Mehsana/RailTel
11	RailTel Corporation of India Ltd., BSNL Telephone Exchange Building, Harij, Dist.- Patan, Gujarat- 384240	60	AE/Patan/ Store, DM/Patan/RailTel
12	RailTel Corporation of India Ltd., Ground Floor, WTR Telecom Staff Quarters, Opp. Civil Hospital, Near Civil Circle, Block- Himmatnagar, Dist.- Sabarkantha, Gujarat- 383001	75	AE/Himatnagar/Store, DM/Sabarkantha
	Total	1830	

Note: All the locations given above are tentative and may change. RailTel has the right to change location within Western Region & firm has to supply at location given by RailTel.



Annexure-6

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH
THE TENDER DOCUMENT**

(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 documents from RailTel's website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. 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 EMD 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.

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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 EMD/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 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.





END

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