

RailTel's Bid-Specific Additional Terms & Conditions**Information to Bidder for the "Supply & Installation of Air-conditioner at PoPs under Ranchi Territory of RailTel, Eastern Region"**

Ref: GeM Bid No. GEM/2025/B/6110760

Dated: 04.04.2025

1. OEM or Authorized dealer/ distributor/ Partner/Trader authorized by OEM specific to this bid should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
2. In case of the bidder is authorized dealer/distributor/partner/Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per Annexure-II. If OEM is quoting, then OEM should submit the certificate.
3. Equipment offered shall have complete data sheets and detailed descriptions on OEM websites. The bidder shall provide the complete details in their bid.
4. GSTIN ID of the vendor should be provided from where goods will be supplied.
5. **Delivery Period, Consignee Address, and inspection**
6. **Delivery & Installation Period:** The supplier will have to supply and install the Air-conditioner within 60 days from the date of issue of the confirmed PO. If material is not supplied within the approved delivery period, then a penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to 10% of the contract value will be levied.

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

7. **Delivery & Installation Address:**

Srl. No.	Station Name/ RailTel PoP Name	No. of machine to be supplied and Installed	Delivery location and contact details
1.	HQ: ADRA, PoP : Bishnupur	2 Nos. Split AC (2T)	Shri Atanu Shah, C/o. JE/TELE/Bishnupur, South Eastern Railway Bishnupur Railway Station Telecom Office, Location:- PF 1, P. O:- Bishnupur West Bengal, Pin :-722122 Phone No. 9002044133
2.	HQ: ADRA, PoP : Pululia	1 No. Split AC (2T)	Shri Atanu Saha, C/o, JE/TELE/Adra, South Eastern Railway, Telecom Exchange Office, P. O: ADRA West Bengal, Pin :-723121 Phone No. 9002044133

3.	HQ: Rourkela, PoP : Rourkela	1 No. Split AC (2T)	Shri Devanshu Sharma, RailTel Corporation of India, C/o SSE/Tele/Rourkela, Old Station Road, Near Durga Puja Ground, Rourkela, Dist.: Sundargarh Odisha: 769001 Mob. 9717644147
4.	HQ: Rourkela, PoP : BANO	1 No. Split AC (2T)	Shri Basant Surin, JE/Telecom/Bano Bano Railway Station PO-Bano Dist.-Simdega, Jharkhand PIN: 835201 Mob. 9771484829
5.	HQ: Dumka PoP: Pinargaria	1 No. Split AC (2T)	Shri Brajesh Kumar, C/o. Ajit Kumar Rajak Rasikpur Sonwadangal Near Dumka Railway Station Dist. Dumka, Jharkhand PIN: 814101 Mob. 7294883043
6.	HQ: Dumka, PoP: Barahat Junction	1 No. Split AC (2T)	
7.	HQ: DMKA, PoP: Hansdiha	1 No. Split AC (2T)	

8. **Estimated cost:** Rs 4,72,524/- (Incl. GST)

9. **Earnest Money Deposit (EMD):** Not Applicable

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

10.1 There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except for **store contract cases of value up to Rs. 10(Ten) Lakh.**

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

10.3 Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order including GST in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial Bank (either private or PSU but not from any cooperative bank or NBFC) is required to be submitted within 30 days of issue of Purchase Order with validity of 90 days beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. If the successful tenderer failed to submit Security Deposit/Performance Bank Guarantee within 60 days of award of work, RailTel may terminate the contract.

1. PBG format specified in **Annexure-III**

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

3. 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.

Detail for online SFMS confirmation using the platform is as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (**ICIC0000007**).

Mention the unique reference (**RAILTEL6103**) in field 7037

4. The Security Deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

- Any Performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only
- No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.
- Performance Bank Guarantee format is placed at Annexure-III

11. Eligibility Criteria:

11.1 Technical Eligibility Criteria:

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

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

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

Definition of Similar Category of Product : “Supply and Installation of Air-conditioner.”

Note-1: In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

Note-2: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. 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. 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.

Note-3: 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 Telecommunications company (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 (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered

Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

The certificates from actual user/s have to be submitted for this purpose along with the bid. **The certificates thus submitted should contain the following details:**

S No.	User (Customer Name)	Signatory or authorized contact person of the user			Model/Type of eqpt.	Qty.	Period
1							
2							

Non submission of any of the documents required for the due fulfilment of eligibility criteria as above will lead to rejection of the offer.

11.2 Financial Criteria for Bidder:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, 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. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

For Startups recognized by Department of Industrial Policy and Promotion DIPP:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.

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.

- 12.1 The bidder should have authorization specific to this tender from the respective OEM as per **Annexure-I**.
- 12.1 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

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

14 Evaluation Criteria:

- 14.1 The bidder shall quote the material prices as per the price format given in the tender.
- 14.2 Bidder should quote for all the items. Non-quoting for all items will render the bid invalid and will not be considered for evaluation.
- 14.3 The offers for respective Item will be determined on Total Unit Rate on CIP destination basis and installation cost which will include basic rate, GST, freight, insurance, inspection charges and any other charge or cost quoted by the tenderer.
- 14.4 Offers from the tenderer not meeting the eligibility criteria will not be considered.

Note: 1. RailTel may discharge the tender at any stage without assigning any reason.

15 Variation of Quantities at the Time of Award:

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during

the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

16 Warranty:

- 16.1 The material is to be warranted for 1 year from the date of delivery & installation. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 16.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within 72 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 16.3 Replacement under the warranty clause shall be made by the contractor free of all charges at the site including freight, insurance, and other incidental charges.
- 16.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 16.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period after their delivery from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 16.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 19 shall apply.
- 16.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as

have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

17 **Long Term Maintenance Support:**
Not applicable

18 **Payment Conditions: -**

Payment will be done after submission of the following documents:

- i. Tax Invoice. (GST amount on the invoice should be reflected on the GST portal for the invoice raised as per due date) (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN)
- ii. Delivery Challan
- iii. E-way bill
- iv. Inspection Certificate by the consignee
- v. Consignee's receipt
- vi. Warranty guarantee certificate of OEM
- vii. Performance Bank Guarantee
- viii. Installation report

100% on part supply of Equipment at site and installation duly inspected and accompanied with above-mentioned documents.

19 The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and that all their statement/documents submitted along with bid are true and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. **Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify the 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 the Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.

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

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

20 **Online Submissions:**

The bidder is required to upload and submit the following documents on line before the 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) Not used.
- (ii) Clause wise compliance along with all mentioned documents/ annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered 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 vide para 11 respectively.
- (vii) MAF/OEM Authorization as per **Annexure-I**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-II**.
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25.

21 Offline submission:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 within 07 days of opening of tender in a sealed envelope.

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per Annexure-II on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

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

22. Public Procurement (Preference to make in India) :

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to "MAKE IN INDIA" Policy as Annexure-V.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

23 Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

24 Insurance

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.

It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser.

25 Power of Attorney:

Power of attorney duly notarized in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender. Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per the clause-21 above.

26. Restrictions under Rule 144(xi) of GFR, 2017:

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per Gol guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate on their letterheads as per Annexure- IV shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

27. Constitution of Firm and Power of Attorney

Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing :-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated 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.

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/2025/B/6110760
4. After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
5. 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.

Annexure-I

Dated:

**Principal Executive Director,
RailTel Corporation of India Ltd.
19th Floor, Aurora Waterfront Building,,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Bidhannagar,
Kolkata-700091**

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

.....

Ref: GeM Bid No. GEM/2025/B/6110760 dated: 04.04.2025

Dear Sir,

We, M/s....., are an 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, Installation & Commissioning of our range of
products against your above-said bid.

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

Thanking you,
Best regards,

Authorised Signatory

Annexure-II

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

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

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

as per the tender No._____ of RailTel Corporation of India Ltd., Eastern Region do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**DEPONENT SEAL
AND SIGNATURE OF THE TENDERER**

VERIFICATION

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

**DEPONENT SEAL AND
SIGNATURE OF THE TENDERER**

Place:

Dated:

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

Annexure - III**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(to be stamped in accordance with the stamp act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated made between.....andfor (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of.....Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rsonly.
3. We,(name of Bank) bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or 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 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 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 affect 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, the Bank further agree that this guarantee shall be invokable at our place of business at/Kolkata (indicate detailed address of local Kolkata Branch with code no.). The branch at Kolkata is being advised accordingly.
8. 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.
9. Notwithstanding anything contained herein,
 1. Our liability under the Bank guarantee shall not exceed Rs..... (In Rupees)
 2. This Bank Guarantee shall be valid up to and
 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before
..... (date of expiry of guarantee).

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

1. Signatur
 e Name
2. Signatur
 e Name

Annexure - IV

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation -
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

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

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

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

Annexure – V

(to be printed on company's letterhead)

Self Certification under Preference to “MAKE IN INDIA” Policy

DECLARATION OF LOCAL CONTENT

No _____

Date: _____

To,

Subject : Declaration regarding local content

Reference : (1) DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE- II) (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof)

(2) Tender no. _____

(3) Our quotation no. _____ dated _____

Dear Sir,

With reference to the above notifications of DPIIT, we hereby declare the following -

1. We are the manufacturer / we have done value addition to the product quoted vide referred quote (bidder to select only one option)
2. We have authorized Mr./Ms _____ (name) _____ designation _____ of our company for giving declaration regarding local content w.r.t. the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for the signature of above official regarding local content being declared herewith. Now onward above mentioned signatory will correspond with your department regarding local content. We understand that the local content is not claimed by us on the basis of **profit, warehousing, marketing, logistics, freight, transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC etc. as local value addition.**
3. The local content in our referred item's quote is _____% as per above notification of DPIIT.
4. We are Class (I or II) *(bidder to choose either one)* supplier as per DPIIT Notifications.
5. Local content value addition is at place _____
6. We understand that false declaration of local content %age w.r.t. above DPIIT order will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR)2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151(iii) of GFR alongwith such other action as may be permissible under law.

Date:

Place:

Thanking you.

Yours faithfully

Name : _____

Signature _____

Company seal _____