

## RailTel's Bid specific Additional Terms & Conditions

**Information to Bidder for the work of “Supply of Permanently Lubricated HDPE Telecom duct use as underground optical fibre conduits dia. 40/33 mm. and accessories for OFC connectivity for RailTel's Optic Fiber Network”.**

**Ref: GeM Bid No. GEM/2025/B/6759247, Dated 07.10.2025**

**Contact Person for the GeM Bid:**

**Smt. Susmita Sarkar, Sr. DGM/Project**

Mobile No.: 7044821050

Email ID: susmita@railtelindia.com

The item/items in this bid should be quoted as per the technical specifications. The details of technical specification along with consignee/site details are also available on website <https://www.railtel.in>.

TReDS feature available	Yes, on m1xchange portal (url: <a href="https://www.mixchange.com">https://www.mixchange.com</a> )
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1. **This procurement is exclusively from SC/ST MSEs and Women MSEs (Documentary evidence for the same to be submitted with the bid).**
2. The bidder should be either OEM or Authorized Dealer/Distributor/ Partner/Trader authorized by OEM specific to this bid should have registered office in India. to provide sales and 24x7 support in India. The technical specifications are mentioned in Annexure-I.
3. In case of 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 the Annexure-II (MAF). If OEM is directly participating in the bid, self-declaration in this connection required to be submitted.
4. Bidders are required to submit duly filled and signed technical compliance of the Duct offered in Annexure-I, failing which the bids may be rejected. Technical specification of 40/33 mm dia permanently lubricated HDPE telecom ducts (with Pre-installed rope) should confirm to RDSO Spec no RDSO/SPN/TC/45/2013 rev 2.0 with latest amendments or TEC Specification No. TEC/GR/FA/CDS-008/Aug-19 with latest amendments.
5. GST Registration certificate of vendor should be provided from where goods will be supplied.
6. **Delivery Period, Consignee and Inspection:**
  - 6.1. **Delivery Period :**

The bidder has to complete the supply within 136 days from the date of issue of confirmed PO. The material shall be delivered in Staggered delivery period as per the delivery schedule given below:

Lot	Delivery Schedule (in number of days from contract start days)	
	Delivery starts after	Delivery to be completed by
1 <sup>st</sup> Lot (200Km)	1	45
2 <sup>nd</sup> Lot (200 Km)	46	90
3 <sup>rd</sup> Lot (171Km)	91	136

If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered quantity per week or part thereof for the undelivered portion of SOR subject to the maximum to the 10% of the contract value will be levied.

**6.2 Consignee and Delivery location Address: As per Annexure V.**

**6.3 Inspection:**

1. **Pre-dispatch factory acceptance inspection shall be carried out of material by RITES.** The supplier/OEM should have test arrangements for the purpose of inspection.
2. The supplier/manufacturer bidder will send inspection call letter to RailTel Corporation of India Ltd, Kolkata when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
3. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
4. In case material fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
5. Inspection of the material including that of raw material if deemed required shall be conducted representative authorized by RailTel, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
6. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

a) **Inspection of HDPE Duct shall be carried out as per specs at OEM premises.**

- b) **Any Inspection charges shall be borne by the bidder. No additional charges will be paid by the purchaser on account on inspection charges.**

**7. Estimated cost and Earnest Money Deposit/Bid Security:**

**7.1 Estimated cost (Incl. GST):** Rs. 2,44,58,214.00 (Rs. Two Crore Forty Four Lakh Fifty Eight Thousand Two Hundred Fourteen only).

**7.2 Earnest Money Deposit (EMD):**

**Earnest Money Deposit (EMD):** Rs. 4,90,000/- (Rs. Four Lakh Ninety thousand only) with Payment online through RTGS/internet banking as given below:

Account Number: 401601010519491

IFSC Code: UBIN0540161

Bank & Branch Name: Union Bank of India, Chowringhee Road Branch

Account Holder Name : RailTel Corporation of India Ltd.

EMD can also be submitted in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of "RailTel Corporation of India Ltd." payable at Kolkata.

**Note:** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period; and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish required performance guarantee PG).

- (i) Earnest Money of the unsuccessful bidder will be returned as promptly as the GeM Bid is finalized.
- (ii) The successful bidder's EMD will be returned upon the bidder's acceptance of the LOA and submission of PG against LOA.

Proof of payment shall be submitted online on GeM portal and if EMD is submitting in the form of Demand Draft/Pay Order/Banker's Cheque, the original should reach within 7 (seven) days from opening of GeM Bid to:

**AGM/Tender,**

RailTel Corporation of India Ltd., Eastern Region,

19th Floor, Aurora Waterfront Building,

Plot No. 34/1, Block GN, Sector-V, Salt Lake City,

Bidhannagar, Kolkata-700091

**The Bid received without EMD/ documentary proof of exemption of EMD as per GeM Terms & Conditions will be summarily rejected.**

- 7.2.1 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount. However, in lieu of EMD, MSE bidders/ Startups must furnish Bid Security Declaration (BSD) as per 'Annexure-VIII' along with Udyam/Startup Certificate.
- 7.2.2 For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -
- (i) They are exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

- 7.2.3 Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid. They have to submit the proof of turnover.
- 7.2.4 Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. Under MSE category, only manufacturers for goods and Service (Primary Product/Service – in case of bunch bid with total value of evaluation) are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 7.2.5 No exemption is, however, applicable to these units from payment of Performance Guarantee.
- 7.2.6 The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.
- 7.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

### 7.3 **TReDS Platform:**

7.3.1 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

7.3.2 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.

7.3.3 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.

7.3.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

## 8 Performance Guarantee (PG):

The successful tenderer shall submit Performance Guarantee in the form of irrevocable Bank Guarantee from any scheduled commercial bank in India and not from any cooperative bank / NBFC or online payment through RTGS/ Internet Banking or FDR for due fulfillment of contract as per the details given below:

- 8.1 Performance Guarantee @ 10% of total value of Purchase Order rounded off to the nearest higher Rs. 1,000/- (one thousand) is required to be submitted within 30 days of issue of notification of award and it should be valid for a period of 90 (ninety) days beyond the date of completion of contractual obligations of the supplier, including warranty obligations allowing a claim period of 01 (one) year (time period between expiry date and claim period) on top of guarantee period.
- 8.2 The successful tenderer is required to furnish Performance Guarantee in the form of identified in para 8.1 above and the same should be submitted within 30 days of issue of LOA/PO 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. The performance Guarantee should cover the warranty period as per the tender conditions.

**If the successful tenderer failed to submit Performance Guarantee within 60 days of award of work, RailTel may terminate the contract.**

The PBG format is specified in **Annexure-IV**.

- 8.3 The Performance Guarantee shall be submitted to **RailTel Corporation of India Ltd.** Eastern Regional Office at below mentioned address.

**AGM/Tender,**

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

- 8.4 **In case of PBG:** 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 the 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 RailTel's Bank.

Details 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

- 8.5 The Performance 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 Guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.  
Bank Name: Union Bank of India  
Branch Name: Camac Street Branch  
Bank IFSC: UBIN0540161  
Account Type: Current Account  
Account No.: 401601010519491  
Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

2. In case of submission of Performance Guarantee in form of FDR (More than 5 Lakhs), then lien should be created in favor of "RailTel Corporation of India Ltd.".
3. No interest shall be paid on the amount of Performance Guarantee held by RailTel, at any stage.

## 9. Eligibility Criteria:

**This procurement is being made exclusively from SC/ST MSEs and Women MSEs (Documentary evidence for the same to be submitted with the bid).**

### 9.1 Technical Eligibility of the Bidder :

**The bidder shall be SC/ST MSE or Women MSE.**

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 25% of estimated bid value; or
- (ii) Two orders of at least 15% each of estimated bid value; or
- (iii) Three orders of at least 10% 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 of PLB HDPE Duct for Telecom use, Underground Optical Fibre Cable, Pipe, underground copper cable.

**Note:** Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed 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.

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

## 9.2 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 **50% 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.

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.

- 9.3 The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.
10. Bidder should have authorization specific to this tender from respective OEM as per Annexure-II. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.
11. The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted
12. **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 contract. The purchasers also reserve the right to increase or decrease 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.
13. **Warranty:**

The materials are to be warranted for 18 Months from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet item requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

## 14.1 Payment Conditions:

100% of the value of the part/ full supply against the ordered quantity on receipt by the consignee at site duly inspected and accompanied with the following valid documents submitted for payment:

- a. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
- b. Delivery Challan.
- c. Way Bill
- d. Consignee receipt for receipt of goods in good condition.
- e. Certificate of pre-dispatch inspection by RailTel's representative/ nominee.
- f. Warranty Certificate of OEM.
- g. Transit Insurance Certificate.
- h. Packing list.
- i. Railway/Transporters Receipt/Consignment Note.

14.2 Bill passing Authority : Sr. DGM/Project

Bill paying Authority : Head of Finance/ Eastern Region

14.3 Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

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

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

16. **Online Submission:**

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

- (i) EMD/document for exemption from submission of EMD along with Bid Security Declaration.

- (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 item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para -9 & 24.
- (vii) MAF/OEM Authorization as per Annexure-II.
- (viii) Notarized affidavit on a non-judicial stamp paper as per Annexure-III.
- (ix) 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 as per clause-20.
- (x) NIL deviation declarations as per Annexure- VI.
- (xi) Self Certification under preference to "MAKE IN INDIA" Policy as Annexure-VII.
- (xii) A certificate on their letterheads as per clause 22 of ITB (Annexure-IX) shall be submitted by the bidder.
- (xiii) The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.

**17. Offline Submission:**

The bidder is required to submit the following original documents offline within 7 days of opening of bids to:

Asstt. GM/Tender, RailTel Corporation of India Ltd.,  
19<sup>th</sup> Floor, Aurora Waterfront Building, Plot No. 34/1,  
Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Notarized Affidavit as per Annexure-III 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.
  - a. Bid Security Declaration

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

**18. 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, Govt 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-VII.

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.

**19. Insurance**

19.1 The Contractor shall take out and keep in force a policy or policies of insurance for all materials covered in schedule of requirement for the transit portion against all liabilities of the contractor or the Purchaser.

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

**20. 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 17 above.

21. Not used

**22. 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-IX 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.

**23. Taxes & Duties**

23.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

23.2 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.

23.3 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.

23.4 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.

23.5 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.
- 23.6 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 along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 23.7 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.
- 23.8 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.

**24. Other Particulars to be enclosed along with tender:**

- i) Following details should also be enclosed along with the tender: - i) Performance statement of last three years for supply of same or similar items to Railways, BSNL, MTNL, Government PSU's & Telecom Service Providers. This Performance Statement is to be submitted in following format: -

Year	PO No. & Date with Description of item	Name of the Purchaser	Ordered Qty.	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1 <sup>st</sup> extension	Qty. supplied during 2 <sup>nd</sup> extension	Qty. supplied during 3 <sup>rd</sup> extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- **Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.**

**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 <https://eprocure.gov.in>, <https://www.railtel.in> and GeM portal 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/6759247, Dt. 07.10.2025.
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 there is any contradiction between GeM Terms & Conditions (GeM GTC & SLA) and RailTel's Bid Specific Additional Terms & Conditions (Given in ATC); RailTel's Bid Specific Additional Terms & Conditions (Given in ATC) shall prevail.

**25. Validity of offer:**

Validity of offer: 60 days (Sixty days only) from the date of opening of tender.

## Annexure-1

**Schedule of Requirements**

SOR	Description of item	Unit	Qty.	Unit cost CIP Destination (including Basic Price, Packing & Forwarding Charges, Freight & Insurance charges) (Rs.)	Total Cost CIP Destination (Rs.)
1	<p>Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits dia. 40/33 mm. and accessories (with pre-installed rope) as per RDSO Specs No. RDSO/SPN/TC/45/2013 Rev. 2.0 with latest amendment or TEC Specification No. TEC/GR/FA/CDS-008/04 AUG-19 with latest Amendment for RailTel Optical Fiber Network with standard accessories</p> <p>(Following accessories are to be supplied for each Km. of HDPE duct:            (a) End Plugs-2 Nos. for each Km. of duct.            (b) Cable sealing plug 2 No. for each Km. for duct.            (c) Plastic Couplers- Slip Fit /Push Fit type- 2 Nos. for each Km .of duct.            (d) End Cap to be provided along with coil- 2 Nos.).</p> <p><b>Inspection : By RITES</b></p>	Km.	571		

**Bidder shall quote Unit price (inclusive of all Taxes, Freight, Insurance etc.) in GeM portal only.**

**The inspection charges shall be borne by the bidder**

**Technical Specifications for SOR**

- The specification of material should conform to RDSO specs as per RDSO specification no. RDSO/SPN/TC/45/2013 Rev.2.0 with latest amendment or TEC Specification No. TEC/GR/FA/CDS-008/04 AUG-19 with latest Amendment as on date of opening of the tender.
- For Packing and Markings:**

The duct supplied should have the following identification marking and other details as per RDSO Specification: -

- The length of the duct should be 1000 +/- 100 meter. (RDSO)
- The length of the duct should be 1000 +/- 50 meter. (TEC)

- The colour of the duct should be bright orange/bright green. The marking on the HDPE duct shall be provided at every meter as per detail given below: -

# RAILTEL. CABLE DUCT # NAME OF THE FIRM

# PLBE HDPE DUCT 40/33 MM # ABCD & WXYZ # DATE MONTH YEAR

# EFGH

**Note:**

The purchaser reserves the right to inspect/assess the manufacturing / test facilities of the bidder by RailTel's authorized personnel /committee/ nominated agency for evaluation of the technical bid.

**Annexure-II**

**Format of Manufacturer Authorisation form (MAF)**

**Principal Executive Director,  
Eastern Region,  
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 Authorisation form (MAF) to M/s ..... for .....**

**Ref: GeM Bid No. GEM/2025/B/6759247, dated 07.10.2025**

Dear Sir,

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

We hereby authorise M/s ..... (bidder name), Office..... to participate in the above referred bid and subsequently upon award of the bid to execute the “.....,” 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 - III**

**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 electronic tender portal. 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 tenderer's, 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.
- (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 up to two years in RailTel. 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 and Performance Guarantee besides any other action provided in the contract including banning of business up to two years in RailTel.

**DEPONENTSEAL 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 – IV**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(To be in accordance with Stamp act)

[To be used by approved scheduled commercial bank, (either Private or PSU) but not from any cooperative Bank or NBFC]

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Water Front 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.....  
.....and..... for (hereinafter called “the said Agreement”) of Performance Guarantee 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 ,..... (name of the 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 Rs .....
3. We,..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Bidder(s) shall have no claim against us for making such payment.
4. We,..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or 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, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
- 8. 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 being advised accordingly.
- 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. Signature Name
- 2. Signature Name

\*\*\*\*\*

**Annexure-V****Consignee Details:**

Supply of duct will be required at different locations in RailTel Territories located in Eastern India.

Actual Consignee-wise Qty. distribution will be given at the time of issue of ERP Purchase order. However, Tentative Quantities Territory-wise distribution is as follows:

<b>Territory</b>	<b>Qty to be supplied (Km)</b>	<b>Consignee Name &amp; Mob No</b>	<b>Consignee Address</b>
New Jalpaiguri	20	Aynal Hyque (AE/NCB), (M) 7085039811	RailTel Corporation of India Ltd., APDJ Microwave Building Complex, SSE/Telecom Office/ Alipurduar Railway DRM Building, Alipurduar, West Bengal Pin- 736123
	10	Sovan Mukherjee (CE/KIR), (M) 7070992120	RailTel Corporation of India Ltd, Near Barsoi Railway Station, Microwave Building. Pin code -854317(Bihar)
Bhubaneswar	15	Pravat Seth (FE /Titlagarh) Mob No:-7655038732	RailTel Corporation Of India LTD. Railway station Near of running room Titlagarh, Bolangir Odisha-767033
	48	Manas Ranjan Mishra (CE/BBS) Mob No.-8100103126	Telecom exchange, Mancheswar microwave tower, near Mancheswar carriage workshop ECo.railway. Mancheswar station road, Mancheswar, Bhubaneswar, Odisha- 751017
	36	Hemanta Ku Barik (FE/BAM) Mob No.- 9777444114	RailTel Corporation of India Ltd. RCIL OFC room, Brahmapur railway station, Near rms office, Brahmapur - 760005 Odisha
	24		Ichchapuram Railway Station, Railway Telecom Cable hut, Dist - Srikakulam, Andhra Pradesh - 532312.
	50	Ashutosh Mishra (FE/Naupada) Mob No.-6370595961	Palasa Railway Station, Near Telecom Tower, Kasibugga, Andhra Pradesh - 532222.
	24		Naupada Railway station , Naupada, Andhra Pradesh-532211.
	15	P K RAO (DM/VZM) Mob no- 9777444119	Srikakulam Road Railway Station , Amadalavalasa, Chinnajonnavalasa, Andhra Pradesh-532184.
	24		Chipurupalle Railway Station, Chipurupalle Cable hut Vizianagaram District, Andhra Pradesh, - 535128.
	24		Ponduru Railway station, Railway Telcom cable hut, Gullaseetharampuram Ponduru Rd, Ponduru, Andhra Pradesh 532167
	Patna	44	Avinash Kumar (CE/Patna) Mob- 095077 01919
Guwahati	60	Binit Kumar Verma (FE/GHY) Mob -6289857301	RailTel Corporation of India Ltd, C/o Abdul Hamid Khan ,73, Ajanta Path, Basisthpur , Pamohi, Guwahati , Assam 781038

Kolkata	24	Surajit Roy (AGM/Stores) 9007044137	RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, 55, Canal East Road, K.G. Bose Sarani, P.S.: Narkeldanga, Kolkata, Pin-700085
	24	Debanjan Mandal (CE/KGP) Ph- 9265303324 /7044820195	RailTel corporation of india ltd. Divisional Railway Manager Office, Control Test Room,Near Kharagpur Railway station, Belmorla, Kharagpur (West Bengal) Pin- 721301
	42	Sayantan Sardar (CE/ Panskura ) Mb:8100103133 9830832966	RailTel Corporation of India Limited, Panskura Railway Telecom Office, Panskura Beside Panskura parcel Godown Panskura Station Road, Purbo-Midnapore West-Bengal Pincode-721152
	13	Subhashis Ghosh (AM/ASN ) Mb- 7085084892	RailTel Corporation of India Limited Divisional Railway Managers Office Asansol (DRM) 7GHz Microwave Compound, Paschim Barddhaman (WB) Pin-713301
	25	Toton Ghosh (FE/Sainthia) Mob: 8617440896	RailTel office Sainthia, Near RMS office Sainthia railway station, Dist:-Birbhum, West Bengal, pin:- 731234
Ranchi	31	Rajesh Sahu (FE/CKP) Mob: 7044821118	RailTel Corporation of India Limited, Railway Microwave Building, Near Railway Hospital, Chakradharpur: 833102
	18	Mukesh Kumar (AE/Muri) Mob: 7085059030	RailTel Corporation of India Limited VHF Station, South Eastern Railway MURI Dt; Ranchi Jharkhand-835101

**Annexure-VI**

**PROFORMA FOR  
Nil Deviation Component Compliance  
Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To,  
Principal Executive Director,  
RailTel Corporation of India Ltd.  
Kolkata – 700 091.

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2025/B/6759247, dated 07.10.2025

Over and above all our earlier conformations and submissions as per your requirements of the bid, we confirm that,  
We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure

(Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any
1				
2				

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

**Annexure – VII**

(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 \_\_\_\_\_

**Annexure- VIII**

*Note: Bidders exempted from submission of bid security are required to submit this form.*

**Bid Security Declaration**  
(on Company Letterhead)

Bidder's Name \_\_\_\_\_  
[Address and Contact Details]

To  
Principal Executive Director, RailTel Corporation of India Ltd., (Complete Address).  
Ref: Tender No. GEM/2025/B/6759247, dated 07.10.2025

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security (EMD).

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd. for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b. Fail or refuse to sign the contract.

**We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:**

- 3) receipt by us of your notification
  - a. of cancellation of the entire tender process or rejection of all bids or
  - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorised Representative of the Firm)

Name of the Authorised Representative:  
Name of the Firm :  
Date :

**Annexure - IX**

- 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.]"

\*\*\*\*\*

**Check-List**

<b>SL. No.</b>	<b>Have you submitted the following documents?</b>	<b>Submitted/ Complied or not</b>	<b>Page No/ Ref. No. of offer</b>
1	Proof of payment of EMD as per Clause-7 of ITB/ Documentary proof of exemption of EMD along with Bid security Declaration.		
2	Notarized affidavit as per clause-15		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-20 of ITB.		
3	Signed Copy of Tender Document (GeM Bid and ATC), Corrigenda		
5	Documents required as per eligibility criteria as per Clause-9 of ITB.		
6	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause- 24 of ITB.		
7	Compliance of all Specification of GeM Bid and ATC documents.		
8	Deviation Statement, if any [Clause 16(x)]		
9	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any Telecom entity in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted [Clause 9.3, 16(xiii)]		
10	A certificate on their letterheads as per clause 22 of ITB (Annexure-IX) shall be submitted by the bidder		
11	Bidder should have authorization specific to this tender from respective OEM as per Annexure-II of ITB		
12	Certificate of Local Content as per Annexure-VII of ITB.		