

RailTel's Bid-Specific Additional Terms & Conditions

Information to Bidder for the “Supply & Installation of Air-conditioner at Patna Territory Office of RailTel Corporation of India Limited, Eastern Region”

Ref: GeM Bid No. GEM/2026/B/7468425

Dated: 23.04.2026

1. Name of the Work:

Supply & Installation of Air-conditioner at Patna Territory Office of RailTel Corporation of India Limited, Eastern Region

1.1 Scope of work :

The scope of work include dismantling of existing old wall mount Air-Conditioners, Supply of New Split type wall Mount Air conditioners as per specification with all accessories, installation & commissioning of Air conditioner.

1.2 Requirement of Air-conditioner Equipment:

- i) The AC equipment should be as per tender specifications given in Annexure-II. Tenderer shall indicate make/model, which is offered.
- ii) The outdoor unit of the AC equipment should be outdoor mountable and the maintenance of outdoor unit shall be done from outside.
- iii) For the technical parameters given in the technical specification, the tenderer must submit the test certificates from the OEM for the make/model offered.
- iv) The AC equipments are to be installed in Masonry Building.
- v) Tenderer shall submit compliance to technical & functional (as given in tender) specifications of offered make/model.

1.3 Supply and installation of Air conditioner:

- i) The Air conditioning equipments are required to be installed and commissioned at RailTel Corporation of India Ltd., Telecom Hub/Patna, Near RRI Building, Karbigahia, End of Patna Jn., Near Central Super Specialty Hospital, Patna – 800001, Bihar.
 - ii) For the installation of the Air conditioning equipments the contractor has to make arrangements for all the material etc. required for the successful commissioning of the ACs. No extra cost will be paid in excess of cost quoted by the contractor in Schedule of work.
 - iii) The Electrical power for Air conditioner shall be connected to the existing power supply points.
- 2.0** The bidder must provide complete technical specifications for the Air Conditioner as detailed in Annexure-II, failing which the bid may be liable for rejection.
- 3.0** GST registration certificate of vendor should be provided from where goods will be supplied.
- 4.0** 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.
- 5.0** 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-III. If OEM is quoting, then OEM should submit the certificate.

6.0 Delivery Period, Consignee Address and inspection

6.1 **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.

(i) Quantum LD:

If the supplier fails to deliver the stores thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed, the LD a sum equivalent to 0.5 (half) per cent of the prices of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver, within the period fixed for delivery in the contract or as extended for each week or part of a week, during which the delivery of such stores may be in arrears, where delivery thereof is accepted, after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

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

6.2 Inspection of material:

6.2.1 The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority or at site decided by RailTel.

6.2.2 In case material/equipment fails during inspection, the fresh lot of the 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.

6.2.3 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES or any other agency/ 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.

6.2.4 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel's representative if any shall be borne by RailTel, but necessary facilities to carry out test/Witness inspection shall be provided by the manufacturer/supplier, free of cost.

6.2.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard format, and it shall be compiled 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 a 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 materials shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

6.2.6 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

Inspection of Air Conditioner shall be carried out as per specifications. Inspection charges if any shall be borne by the bidder.

7.0 Estimated cost: Rs 3,85,083.00 (Incl. GST)

8.0 Earnest Money Deposit (EMD): Not Applicable

9.0 Security Deposit/Performance Bank Guarantee:

9.1 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.**

9.2 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:

9.3 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.

9.4 PBG format specified in **Annexure-V**

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

9.6 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

9.7 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:

9.7.1 Any Performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only

9.7.2 No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

10 Eligibility/ Evaluation Qualifying Criteria:

10.1 QUALIFYING CRITERIA:

10.1.1 General:

10.1.2. Qualifying criteria under this Para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project.

10.1.2.1 The tenderer should submit details of experience of similar works in the projects executed.

- 10.1.2.2 The tenderer/s must submit, along with his/their tender, certificates from the original user for whom the project was undertaken, certifying the date of award of contract, date of completion, date of commissioning and the present working status of the system so established and contractual payments received till the date of submission of the tender. The tenderer shall submit these certificates for the projects that they/he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in the original or their true copies duly signed by the tenderer.
- 10.1.2.3 Bidder should be OEM/or authorized by OEM who should be engaged in, production of Air Conditioners for at least last five years with presence in Patna. In case the bidder being the sole authorized partner/ dealer/distributor, they should submit the Manufacturer Authorization Certificate (MAC) issued by OEM specifically authorizing the bidder for participating in this tender by mentioning the tender number.
- 10.1.2.4 OEM must have either own or through Service Provider full-fledged Service Support facilities like tools and spares, along with trained manpower in Patna capable of giving maintenance service for all the 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the OEM/Authorized Partner support Centre on a toll-free number/webmail. Documentary evidence of service support facility at Patna shall be uploaded with the bid.

10.2 Technical capability and meaning of similar work:

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.

Note: 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.

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 above technical Eligibility Criteria is also applicable for Startup Bidder also

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

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.

10.3 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.

10.4 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.

10.5 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 for past 5 years. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

10.6 The Tenderer shall quote Total all Inclusive Rate on C.I.P. destination basis clearly Indicating the breakup of rates, applicable duties, taxes, etc.

10.7 OEM/Manufacture’s authorization is mandatory requirement and must be submitted along with technical bid. Wherever Authorized Distributors/service providers are submitting the bid, Authorization Form / Certificate with OEM/Original Service Provider details such as name, designation, manufacturing address, e-mail Id and Phone No. required to be furnished along with the bid. Non-compliance will result in bid rejection.

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

12 **Evaluation Criteria:**

12.1 The bidder shall quote the item prices as per the price format given in the tender.

12.2 Bidder should quote for all the items. Non-quoting for all items will be render the bid invalid and will not be considered for evaluation.

12.3 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.

12.4 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.

13 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 (including extended delivery period) at the contracted rates. Bidders are bound to accept the orders accordingly.

14 Warranty:

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.

14.7 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.

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

16 **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 for receipt of goods in good condition
- vi. Warranty guarantee certificate of OEM
- vii. Proof of Performance Bank Guarantee/SD submission (if applicable)
- viii. Installation report
- ix. Declaration of e-invoicing if applicable
- x. Declaration regarding 206AB/206CCA of IT Act.
- xi. Railway/Transporter's Receipt/ Consignee Note/

90% on part supply of Equipment at site and installation duly inspected and accompanied with above-mentioned documents.

Balance 10% after warranty period.

Bill passing Authority : Sr. DGM/TM/Patna Bill paying Authority : Head of Finance, Eastern Region.

17 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-IV. **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 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) for 2(Two) years.

18

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) BOQ of the offered equipment
- (iii) Clause wise compliance along with all mentioned documents/ annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iv) Nil deviation statement as per Annexure -VIII
- (v) Data Sheet of offered equipment.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per GeM Bid ATC documents As per Annexure-II.(Technical Specification compliance sheet)
- (viii) Certificate from end user required against Eligibility criteria for OEM vide para 10.2
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide Para-10.
- (x) MAF/OEM Authorization as per Annexure-III.
- (xi) Notarized affidavit on a non-judicial stamp paper of Rs.100/- as per Annexure-IV regarding authenticity of the documents submitted /information provided in the bid. Non submission of Standard format of affidavit by the bidder shall result in rejection of his/their bid.
 - (xii) 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 submission of the e-Tender and Original copy is needed to be submitted.

Note: The bidder is required to give acceptance of all the clauses mentioned in the "Information to Bidders" document is mandatory. Any deviation / non- acceptance may lead to rejection of the bid.

xiii) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid. If there is any contradiction in any of the conditions between ITB, terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.

- xiv) Bid Security declaration : Not used
- xvi) Bidder is to upload digitally signed/self attested copy of tender document online on GeM portal.

NOTE:

- i) Scanned copy of the documents uploaded by the tenderer shall be clear & readable. However, RailTel reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.
- (ii) Tenderer may have to produce the original Documents in physical form at short notice whenever asked by RailTel at any stage of tender evaluation process or even after finalization of tender.
- (iii) In E-tender, all submissions of documents are to be uploaded on GeM portal. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenderers/prospective bidders are advised to upload their offer well in time. RailTel will not be responsible for any delay/non-submission of offer due to any reason whatsoever.

18.1 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. Affidavit as per Annexure-IV 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.

19. 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-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.

20 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.

21 Taxes and Duties:

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.

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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).
- 21.6 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.
- 21.7 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.

22 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.

23 **Force Majeure**

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

24 **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-18 above.

25. **TReDS Platform:**

25.1 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.

25.2 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.

25.3 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.

25.4 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.

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 GoI

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- X 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.

28. Settlement of Dispute:

28.1 For all commercial contracts with Private entities:

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

28.2 For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

29 Other Particulars to be enclosed along with tender:-

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	Qty. ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st Extension	Qty. supplied during 2nd extension	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st Extension	Qty. supplied during 2nd Extension
1	2	3	4	5	6	7	8	9	10	11	12

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.

RailTel's Contact Person / Designation (for General Information):

Chief Manager/Tech., (Mobile No. 9771444119)
 RailTel Corporation of India Ltd.,
 Telecom Hub/Patna, Near RRI Building,
 Karbigahia End of Patna Jn.,
 Near Central Super Specialty Hospital,
 Patna – 800001, Bihar.

Note:

1. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2026/B/7468425 Dt. 23.04.2026.
2. 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.
3. 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**SCHEDULE OF REQUIREMENT**

S. N.	Description of Item	Qty.	Unit	Unit Basic Price (in Rs.)	Packing & Forwarding Charges (in Rs.)	Freight & Insurance Charges (in Rs.)	GST	Unit Cost CIP Destination (in Rs.)	Total cost CIP Destination (in Rs.)
1	Supply of 2 Ton Split Air Conditioner, Wall Mount Type with all accessories as per specification given in Annexure-1.	3	Nos.						
2	Supply of heavy duty stand for outdoor units for 2Ton Split Air conditioner.	3	Nos.						
3	Installation and Commissioning Split 2 Ton Air conditioner including fixing outdoor unit stand.	3	Nos.						
4	Supply of 1.5 Ton Split Air Conditioner, Wall Mount Type with all accessories as per specification given in Annexure-1.	4	Nos.						
5	Supply of heavy duty stand for outdoor units for 1.5 Ton Split Air conditioner.	4	Nos.						
6	Installation and Commissioning Split 1.5 Ton Air conditioner including fixing outdoor unit stand.	4	Nos.						
7	Supply of Refrigerant Copper pipe for 2Ton & 1.5 Ton Air-conditioner beyond 10 feet for each machine.	108	Rft.						
8	Supply of Drain pipe of 2/1.5 Ton Air conditioner beyond 5 feet for each machine.	108	Rft.						
	Total (Rs.)								

Annexure-II**Technical Specification of 1.5T/2.0 Ton Split Air conditioner:**

Srl. No.	Parameters	Requirement
1	Total tonnage of complete unit	1.5Ton (1.3 Ton – 1.7 Ton)/ 2.0 Ton (1.8 Ton – 2.2 Ton)
2	BEE Star rating	5 Star or better
3	AC Type	Inverter Split
4	Compressor type	Inverter Variable Speed
5	Features	Anti-Fungal/Anti Corrosive, Copper tubes (Inner Grooved), Cross Flow, Filter (Anti Dust), Fin Hydrophilic Aluminium, LCD Remote, Lock, Reset
6	Warranty on Machine	Minimum 01 year
7	Warranty of Compressor	10 years
	Warranty of PCB	05 years.
8	Continuous running time	12 hours operation for the compressor
9	Designed Temperature	43°C outside, 27°C inside
10	Safety Control	Required
11	Protections	Required
12	Alarm Display	Required
13	Panel Display	Required
14	Timer	Required
15	Auto Start	Required
16	Sleep Mode	Required
17	Remote Control	Required
18	Dehumidification	Required
19	Outside Mountable	Required
20	Motor Protection IP 52 or better	Required
21	Electrical data-supply with variation Range:	180-270V Single Phase, 50 Hz (Nominal)
24	Sensible Heat ratio	65% or better
25	Indoor Unit Indoor	unit preferable of sheet metal
26	Test Certificate of OEM	Mandatory

Annexure-III

Dated:

Principal Executive Director,
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

**Subject: Manufacturer Authorization form (MAF) to M/s..... for
.....
Ref: GeM Bid No. GEM/2026/B/7468425 dated: 23.04.2026**

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 foryears for our range of products offered by
M/s..... against the above-said bid.

Thanking you,
Best regards,

Authorised Signatory

Annexure-IV

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

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of 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 - V

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..... and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only).
2. 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.
3. 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.
4. 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.
5. 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.

- 6. 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.
- 7. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
- 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 is being advised accordingly.
- 9. 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.
- 10. Notwithstanding anything contained herein,
 - a. Our liability under the Bank guarantee shall not exceed Rs.....(In Rupees)
 - b. This Bank Guarantee shall be valid up to..... and
 - c. 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 2026 for
(indicate the name of the Bank)

Witness

- 1. Signature
 Name
- 2. Signature
 Name

Annexure - VI

Details of locations where material is to be supplied & installed

RailTel Corporation of India Ltd.,
Telecom Hub/Patna, Near RRI Building,
Karbigahia, End of Patna Jn.,
Near Central Super Specialty Hospital,
Patna – 800001, Bihar.

Annexure – VII

(to be printed on company's letterhead)

Self Certification under Preference to “MAKE IN INDIA” Policy

DECLARATION OF LOCAL CONTENT

No _____
To, _____

Date: _____

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 up to two years as per Rule 151(iii) of GFR along with such other action as may be permissible under law.

Date:

Place:

Thanking you.

Yours faithfully

Name : _____

Signature _____

Company seal _____

Annexure – VIII

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

To,
Principal Executive Director,
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

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2026/B/7468425, Dt. 23.04.2026

Dear Sir,

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

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 fulfil 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:
of the bidder

Seal and signature

Annexure – IX

Bid Security Declaration

Not used

Annexure - X

**GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A
BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

- 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 -XI

Check List

Srl. No.	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ Ref. no. of offer	Action if required documents not submitted along with the tender
1	Proof of payment of EMD	Not applicable		
2	As per Clause-18(xii) of ITB, 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 and Original copy is needed to be submitted by the successful bidder within 07 days of opening of tender in a sealed envelope.			Liable to be rejected
3	Digital signed copy of tender document			Liable to be rejected
4	Affidavit duly notarized as per Annexure-IV on non-judicial stamp paper of Rs. 100/- regarding authenticity of the documents submitted / information provided in the bid Original copy is needed to be submitted by the successful bidder within 07 days of opening of tender in a sealed envelope. Non-submission of affidavit by the bidder shall result in rejection of his/their bid.			Summarily rejected.
5	Eligibility/Evaluation/Qualification Criteria:- Completion/ Performance Certificate in support of similar nature of work as per Clause 10.1 & 10.2 of ITB.			Summarily rejected.
6	Financial Criteria for Bidder: - Contractual payment received as per Clause-10.3 / 10.4 of ITB.			Summarily rejected.
7	Technical Compliance of all Specification of Air Conditioner, GeM Bid and ATC documents.			Liable to be rejected
8	Annexure-VIII, Deviation Statement, if any, (Specification of Air Conditioner, GeM Bid and ATC documents).			Liable to be rejected
9	Cost breakup of price indicating Basic rate, GST etc.			Liable to be rejected
10	All documents attached/uploaded online should be duly signed by the authorized signatory.			Liable to be rejected