

**RailTel's Bid specific Additional Terms & Conditions**

**Information to Bidder for the “Supply of Permanently Lubricated HDPE Telecom duct use as underground optical fibre conduits size 40/33 mm. and accessories for OFC connectivity to flag stations of Eastern Railway”.**

**Ref: GeM Bid No. GEM/2024/B/5516130 dated 18.10.2024**

1. The item/items in this bid should be quoted as per the technical specifications.

TReDS feature available	Yes, on m1xchange portal  (url: <a href="https://www.mixchange.com">https://www.mixchange.com</a> )
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2. The bidder should be either OEM or his authorized dealer/distributor/partner/trader.
3. In case of authorized dealer/distributor/ partner /trader certificate from the OEM to this effect should be submitted.
4. Duct offered shall have complete data sheets and detailed description on OEM web sites. 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. All the Technical specification outlined in the ATC will prevail over the GEM. **Technical specification of 40/33 mm dia permanently lubricated HDPE telecom ducts (with Pre-installed rope) should confirm to as per RDSO Spec no RDSO/SPN/TC/45/2013 rev 2.0 with latest amendments.**
5. GST Registration certificate of vendor should be provided from where goods will be supplied.
6. **Delivery Period & Consignee:**
  - a) Delivery Period : The bidder has to complete the supply within 60 days from the date of issue of confirmed PO. 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.
  - b) Consignee : Chief Manager, Store, RailTel Corporation of India Limited, Kolkata, Mobile No. 9007044137.

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

7.1 Estimated cost Rs. 27,84,210.00 (Incl. GST)

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

Earnest Money Deposit (EMD)/ Bid Security : Rs. 56,000/- EMD can 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. The Bid received without EMD will be summarily rejected.

In addition to clause 7 (1) above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following bank account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of the Bank and Address	Union Bank of India, Chowringhee Road Branch, 1/1 Camac Street, Ground Floor, Kolkata – 700016
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Name of the account holder	RAILTEL CORPORATION OF INDIA LIMITED
Account No.	401601010519491
IFSC Code	UBIN0540161

Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy of Demand Draft/Pay Order/Banker's Cheque /proof of the online payment transfer alongwith bid. If EMD is submitted in the form of Demand Draft/Pay Order/Banker's Cheque, the original shall receive RailTel office at Salt Lake, Kolkata before the last date and time of submission of the bid.

EMD shall be exempted for Micro & small Enterprises registered for the tendered items/ as per the latest Govt. of India guidelines. **Under MSE category, only manufacturers for offered goods in case of bid for supply of goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.** The bidders claiming the preference must submit relevant documents. **The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.**

Sellers under Bid Security/Earnest Money exempted category shall submit valid supporting document for relevant category as per GeM General terms and conditions and "Bid Security Declaration" as per Form No.4 accepting that if they withdraw or modify their bids during period of validity etc., they will be banned for the period of three-year and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for three years from the date of issue of such orders.

No exemptions, is however, applicable to these units from payment of Security Deposit/Performance Guarantee.

1. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
2. The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/ PO and submission of PBG.

#### 7.2 Inspection:

1. **Pre-dispatch factory acceptance inspection shall be carried out for the offered material by RITES.** The supplier/OEM should have test arrangements for the purpose of inspection. The inspection charges shall be borne by the bidder. Inspection of HPPE Duct will be carried out at OEM premises as per RDSO specification.
2. The supplier/manufacturer bidder will send inspection call letter to RailTel Corporation of India Ltd, Mumbai 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/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier.

5. Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. RITES authorized by RailTel
6. 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.
7. The material should be offered for inspection within three weeks of issue of purchase order. necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
8. 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 compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
9. 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.

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

1. The successful tenderer shall submit Performance Guarantee/Security Deposit in the form of bank guarantee issued from any of the scheduled commercial bank in India and not from any cooperative bank, or online payment, safeguarding the purchaser's interest in all respects.
2. Security Deposit/Performance Bank Guarantee @ 10% of total value of contract including GST 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 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 one year (time period between expiry date and claim date) on top of guarantee period.
3. The successful tenderer is required to furnish security deposit in the form of identified in para 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.
4. The Security Deposit/Performance Bank Guarantee shall be submitted to RailTel Corporation of India Ltd., Eastern Regional Office at Salt Lake City, Kolkata.
5. 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

6. 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.
7. Any Performance security up to a value of Rs. 5 Lakhs is to be submitted online transfer only.

9. **Eligibility Criteria:**

9.1 **Technical Eligibility Criteria of Bidder:**

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.

# Similar Category of Product : “Supply of HDPE Duct” for any Government/State Govt./PSU/ Public Listed Company/ reputed TELECOs (as per note below).

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

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

**Note-2:** 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).

9.2 The OEM shall be manufacturer of HDPE Duct as per RDSO specification No. RDSO/SPN/TC/45/2013 Rev.2.0,(latest) Documentary evidence shall be uploaded in GeM portal.

**9.3 Financial Eligibility Criteria:**

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.

(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).

9.4 The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of material and facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years.

9.5 Bidder should have authorization specific to this tender from respective OEM as per Form No.1. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.

9.6 Bidder and OEM should Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by any other Ministry/ Department/ PSUs of the Government of India from participation in Tender Processes of all of its entities. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

10. **Splitting of Quantity** : Not applicable.

**11. Evaluation Criteria:**

- i. The bidder shall quote the material price as per the price format given in the tender.
- ii. The offers Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance, inspection charges and any other charge or cost quoted by the tenderer.
- iii. 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.

**12. Variation in Quantity at the Time of Award:**

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

13. **Warranty :**

HDPE Duct is to be warranted for a period of 18 months from the date of delivery.

- 13.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, 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.
- 13.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions 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 a reasonable time, 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.
- 13.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 13.5 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.
- 13.6 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 18 months after their delivery, 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.
- 13.7 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' shall apply.

13.8 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.

14 **SLA**

After having been notified of the defects/service requirement during warranty period, Seller has to complete the required Service/Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & up to max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

15. **Payment Conditions: -**

- i. 100% payment on full supply against the ordered quantity.
- ii. 90% payment on part supply.

Balance 10% value of supply on receipt and acceptance of full quantity by the consignee.

- iii. The following documents are to be submitted for payment:
  - a. Original Tax Invoice (with separate Tax Amount, containing POS, RailTel GSTIN and Supplier GSTIN)
  - b. Delivery Challan
  - c. E-way Bill
  - d. Original Consignee receipt for receipt of goods in good condition with GRN No.
  - e. Original Inspection Certificate
  - f. Warranty Certificate from Duct manufacturer (OEM)
  - g. Proof of PG/SD submission
  - h. Transit Insurance certificate, if material supplied through transporter
- iv. 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.

Bill Passing Authority: Sr. Dy. General Manager/Project

Bill Paying Authority: Head of Finance Department, Eastern Region

16. 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 Form No.3. **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 railway thereunder.

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

**17. Online Submissions:**

The bidder is required to upload and submit the following documents online before due date & time of bid submission. Bid will be opened at the time and date given in the GeM bid.

- i. Proof of submission of EMD as per clause 7.2 /valid documentary proof of exemption
- ii. Clause wise compliance of all the clauses of GeM Bid and ATC documents.
- iii. Datasheet of the offered equipment/material
- iv. Financial (audited balance sheets/annual reports of last three preceding financial years; if proof of income is provisional it should be certified by CA) and Technical Eligibility Criteria documents.
- v. Technical Compliance of RDSO Specification and all specification as per ATC.
- vi. MAF (Form No.1) for OEM authorized bidder.
- vii. Notarized affidavit on a non-judicial stamp paper as per Form No. 3. regarding authenticity of the documents submitted /information provided in the bid.
- viii. Proof of document required against Eligibility criteria of OEM and Bidder vide para -9.
- ix. NIL deviation declarations as per Form No.5
- xi. Declaration Regarding Minimum local content under preference to "MAKE IN INDIA" Policy as per Form No.6.
- xii. Land Border Sharing Declaration as Form No.7.
- xiii. The bidder should not have been black listed by Central Govt., State Govt., /CPSU/ any reputed telecom service provider in India for supply of material/ security reasons. An undertaking by the bidder on Company's letter head to be submitted.

**18. Offline Submission:**

Original copy of documents shall be submitted by tenderer offline at 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 at any point of time whenever asked for verification. In case original are not produced before due date, bid may be rejected.

**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 60% 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 for FY 2020-21. 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. Further the bidder shall 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. In case of any false declaration, action shall be taken in line with the provisions of the PPP- MIII order.

**20. Insurance**

20.1 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.

20.2 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.

21 Power of attorney 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 as per the clause- 18 above.

**22. Taxes & Duties:**

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.
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.
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.
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.
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.
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).
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.
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.

**23. 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 Form No.7 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.

**24. 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 2 <sup>nd</sup> extension	Qty. supplied during 3 <sup>rd</sup> extension
1	2	3	4	5	6	7	8	9

**25 Trade Receivables Discounting System (TReDS):**

- i. RailTel is registered with m1xchange TReDS Platform having Buyer Registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com> MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/ Service) while submitting the invoices if requires to avail TReDS facility.
- ii. 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.
- iii. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the

terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

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

- **Complete Tender Documents duly signed & stamped on each page as a 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 [www.railtelindia.com](http://www.railtelindia.com) and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2024/B/5516130
- 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
- 5) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

**Annexure-I****Schedule of Requirements (SOR)**

S. N.	Description of Item	Unit	Quantity	Unit Basic Price	Freight & Insurance charges	GST @ ___ %	Unit Cost CIP destination	Total cost CIP destination
SOR-1	Supply of 40/33 mm dia permanently lubricated HDPE telecom ducts (with Pre-installed rope) as per RDSO Spec no RDSO/SPN/TC/45/2013 rev 2.0 with latest amendments, including standard accessories (Following accessories are to be supplied for each Km. of HDPE duct: (a) End Plugs-2nos. (b) Cable sealing plug 2 nos. (c) Plastic Couplers-Slip Fit /PushFitttype-2nos. (d) End Cap to be provided along with each coil-2nos). <b>Inspection : By RITES</b>	Mtr.	55000					

**Technical Specifications:****1. Specification of SOR - HDPE duct:**

- HDPE duct should conform to RDSO specification No. RDSO/SPN/TC/45/2013 Rev.2.0 with latest amendments.

**Consignee Details for HDPE DUCT (Tentative)**

Sl. No	Consignee Address	HDPE Duct (Mtrs.)	State
1	Chief Manager (Tech.), Store, RailTel Corporation of India Limited, Kolkata	55,000	West Bengal

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**Form No.1**

Dated: .....

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

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

**Ref: GeM Bid No. GEM/2024/B/5516130 Dated. 18.10.2024**

Dear Sir,

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

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

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

Thanking you,  
Best regards,

**Authorized Signatory**

**PERFORMANCE GURANTEE BOND FOR SECURITY DEPOSIT**

(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)

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). We ..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
  
2. We , ..... Bank and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding 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.



**Form No.3**

**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 Tenderdocuments 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 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 IR. 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 year on entire IR.

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.

**Form No.4**

**FORMAT BID SECURITY DECLARATION**

(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We \_\_\_\_\_ (Name of Agency) has submitted bid for \_\_\_\_\_ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being \_\_\_\_\_

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from submitting Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative Name of Firm

Date

**Form No. 5**

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

To,  
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

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2024/B/5516130

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: 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)

**Form No.6**

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)  
*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

-----  
To,  
Principal Executive Director/Eastern Region  
RailTel Corporation of India Ltd.  
Kolkata-700091

Dear Sir,  
Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

Ref : 1) NIT/GeM Bid No: .....,  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by.....  
(specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

Thanking you,  
Yours faithfully,

(Signature, Date & Seal of  
Authorized Signatory of the Bidder)

\*\* - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per RCIL Guidelines shall be initiated against the bidder.

**Form No.7**

**Land Border Sharing Declaration**

**(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

GeM Bid No . .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder

< name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)  
(Signature, date & seal of authorized representative of the bidder)"

**Annexure – II****Check list**

<b>SN</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.		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-21 of ITB.		
3	Signed Copy of Tender Document/ Corrigenda		
4	Valid Approval as per RDSO specification No. RDSO/SPN/TC/45/2013 Rev.2.0 with latest amendment as on date of opening of the tender.		
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-9 & 24 of ITB.		
7	Compliance of RDSO specification No. RDSO/SPN/ TC/45/ 2013 Rev.2.0 with latest amendment as on date of opening of the tender.		
8	NIL deviation declarations as per Form No.5.		
9	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 letterhead to be submitted		
10	A certificate on their letterheads as per clause 23 of ITB (Form No.7) shall be submitted by the bidder		
11	Bidder should have authorization specific to this tender from respective OEM as per Form No.1 of ITB		
12	Certificate of Local Content as per Form No.6 of ITB.		
13	Cost breakup of price indicating Basic rate, GST etc.		