

**Additional Terms & Conditions for “Refilling of Fire Suppression System Novec Make”**

**Ref: GeM Bid No. GEM/2026/B/-----**

**dated: ---.---.2026**

Information to Bidder for the **“Refilling of Fire Suppression System Novec Make”**.

**1.0 Name of work:**

“Refilling of Fire Suppression System Novec Make”.

**2.0 Scope of work:**

The item/items in this bid should be quoted as per the technical specifications: *The details of the specifications along with consignee/site details are also available on website*

[www.railtelindia.com](http://www.railtelindia.com)

*(The technical specs which are not available on GeM portal for the required product, same is available in uploaded ATC).*

(i) The technical specifications are mentioned in Annexure-I.

(ii) The bidder shall upload the compliance of this ATC along with GEM Bid.

**3.0 Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.**

**4.0 GST registration certificate of vendor should be provided from where goods will be supplied.**

**5.0 Tender Cost: NIL**

**6.0 Estimated cost of the Tender is Rs. 17, 67, 876/- (Tax inclusive).**

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

(a) A sum of **Rs.35,400/-** for respective tendered section should be deposited as in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi or Online Transfer in RailTel Bank A/c as per detail given below:

Name of Bank: **State Bank of India**

Name of the Account Holder: **RailTel Corporation of India Limited**

Account Number: **44105658136**

IFSC: **SBIN0004079.**

Branch/ MICR Code: **Commercial Branch (04079)**

Branch: **6th Floor, Palm Court, Maharana Pratap Chowk, Gurugram-122001 (Haryana), India.**

(b) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before the date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money Deposit will be summarily rejected.

(c) The EMD shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- a. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- b. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

**Note:** 1) In case the tenderer falls in this category, the bidder should furnish a certified copy of its valid registration details.

2) The tenderer shall submit bid security declaration on non-judicial stamp paper of Rs.100/-as per Annexure-VII on GeM portal failing which bid shall be summarily rejected.

(d) The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(e) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.

(f) The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be **summarily rejected**.

(i) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

(j) This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” or latest issued by MoSME.” The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

## **8.0 Technical Eligibility/Evaluation/Qualification Criteria:**

### **8.1 Eligibility Criteria for OEM :**

- The offered similar item by the OEM or bidder should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India. The certificates from the actual users will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

### **8.2 Eligibility Criteria for Bidder:**

The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have executed projects for supply of the same or similar category Products during preceding 03 (three) 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 Organization 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 fulfillment of credentials.

Work experience certificates from private individuals shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed 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 or Bombay Stock Exchange, 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 a 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.**

### **8.3 Definition of similar work:**

**#Similar Work# Supply and Installation/Refilling of Fire Suppression System for any Government department or Public Sector Units or public listed companies.**

### **8.4 Financial Criteria for Bidder:**

The bidder should have a minimum cumulative turnover from operations 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.

- (i) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, the relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to

the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

#### **8.4 Financial Criteria for Startup:**

The condition of prior turnover may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 of GFR 2017). As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09. 2016, relaxation regarding the prior turnover is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

Bidder should have authorization specific to this tender from respective OEM as per Annex-IV.

The bidder should have annual turnover of minimum 50% of tendered value or above during the preceding three financial years as on opening of bid.

**Note: -Firms claiming these relaxations are required to submit along with their offer, a copy of current and valid Start-up registration certificate otherwise their offer would not be considered for relaxation. All other terms & condition will remain the same.**

- 8.5** (a) The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and should give an undertaking for the same.  
(b) The bidder should have positive net worth and should give the CA certificate for the same.

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

- 9.0 Validity of offer:** Validity of offer: **90 days (Ninety days only)** from the date of opening of tender.

#### **10.0 Issue of Purchase Order:**

- 10.1** Prior to the expiry of the period of bid validity, **the successful bidder shall be intimated through email.** Communication of acceptance of offer is considered complete as soon as it is **received and accepted by the bidder either on email of authorized person of bidder or physical acceptance of PO whichever is earlier.** Hard copy is to be sent by courier/ by Registered post/ by hand. In the same communication, the successful tenderer is to be instructed to furnish the required performance security within 15 days of issue of PO after finalization of tender. **All deliveries will be counted from the date of PO.**

- 10.2** Tenderers may be asked for staggered delivery of the stores, if required, based on site requirements and same shall be advised with issue of purchase order.

#### **11.0 Payment Conditions:**

a) **80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply.**

b) **100% payment on full supply.**

**The following documents are to be submitted for payment: -**

- a. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
- b. Original Consignee receipt for receipt of goods in good condition.
- c. Original Inspection Certificate.
- d. Proof of PG/SD submission.
- e. Insurance Policy as per Clause-25 of ITB.
- f. Declaration regarding 206AB/206CCA of IT act.

Bill Passing Authority: Sr. DGM/ Proc.

Bill Paying Authority: Sr. DGM /Finance

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

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

**In case of any wrong information submitted by the tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 2 (Two) years.**

### **13.0 Online Submissions:**

The bidder is required to upload and submit the following documents online before due date & time of bid:

- i. Offer letter as per Annexure-II.
- ii. EMD Submission details.
- iii. BOQ of offered equipment.
- iv. Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- v. Financial (Certified copies of audited balance sheets/annual reports of last

- three preceding financial years) and Technical Eligibility Criteria documents.
- vi. Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
  - vii. Proof of document required against Eligibility criteria of OEM and Bidder vide para 8.1 & 8.2 respectively.
  - viii. MAF/OEM Authorization as per para 12.3 and Annexure-IV.
  - ix. Notarized affidavit on a non-judicial stamp paper as per Annexure-V.
  - x. Compliance to Clause 16.
  - xi. Nil Deviation as per Proforma attached in Annexure-VI.
  - xii. Bid Security Declaration as per Annexure-VII.

**NOTE:** i) The bidder is required to give acceptance of all the clauses mentioned in the "Information to the Bidders" document is mandatory. 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 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: \_\_\_\_\_.

#### **14.0 Delivery period: 60 days (Sixty days only) from the date of issue of PO.**

(i) **Quantum LD:**

If the supplier fails to deliver the stores or any installment 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) percent 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.

#### **15.0 Security Deposit/Performance Guarantee:**

- a. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of BG/DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 5% of the contract/PO value subject to upper ceiling of Rs. 5 Crores rounded off to the nearest higher Rs. 1000 (Thousand) with validity 3 months beyond warranty period of supply.

**Note: Performance guarantee for less than Rs. 5 Lacs has to be submitted in the form of DD/Banker's Cheque/NEFT only.**

In favour of "RailTel Corporation of India Ltd." payable at New Delhi or Online Transfer in RailTel Bank A/c as per detail given below:

Name of Bank: **State Bank of India**

Name of the Account Holder: **RailTel Corporation of India Limited**

Account Number: **44105658136**

IFSC: **SBIN0004079**.

Branch/ MICR Code: **Commercial Branch (04079)**

Branch: **6th Floor, Palm Court, Maharana Pratap Chowk, Gurugram-122001 (Haryana), India.**

- (1) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
  - (2) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.
- b. No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

#### **16.0 Inspection of material:**

The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority i.e. representative authorized by RailTel.

**The inspection of Refilling of Fire Suppression System Novec Make items or equivalent shall be carried out as per specifications at OEM/Bidder's/Customer premises. Inspection charges shall be borne by the bidder.**

**17.0 Warranty:** Not applicable.

#### **18.0 Variation of Quantities: Option Clause-**

- a) Unless otherwise specified in the tender document, the purchaser shall be entitled to increase the order quantity to full tender quantity as well as the option to increase/decrease the quantity by 25% of the order quantity any time within the delivery period of the contract (original/extended). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered.
- b) The purchaser shall be entitled to operate +/-25% option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 25% of the ordered quantity.
- c) The purchaser reserves the right to accept the tender with splitting of tender quantity on minimum two firms with the option to increase the quantity to full tendered quantity on any of the firms.
- d) Additionally, the purchaser shall also be entitled to vary the total order quantity of those firms by +25% anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer.
- e) Total coverage against the tender considering the orders placed on all the firms in the tender should not increase the tendered quantity by more than 25%.

- f) In case where separate orders for an item for different consignee(s)/ paying authority (ies) are placed on one firm against one tender, total quantity of all such orders be the basis for the purpose of option clause. In such cases, option clause can be operated in any of the orders or for any consignee(s) so long as Delivery Period of any of the order in the tender is alive.

**Note: Purchaser's Right to Vary Quantities:**

- (A) Up to maximum extent of +/- 50% subject to following condition.
- i. Up to +25% with no rebate.
  - ii. From +25% to +40% with 2% rebate.
  - iii. From +40% to +50% with 4% rebate.
- (B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
- (C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.

**19.0 TReDS Platform:**

**19.1** RailTel is registered with mlxchange TReDS platform having buyer registration number "BUYER00001496". The URL for mlxchange platform is <https://mlxchange.com>. MSE suppliers/vendors are required to register themselves on mlxchange 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 mlxchange 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.

**19.2** MSE vendors 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.

**19.2** 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.

**19.3** 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.

**20.0 Public Procurement Policy for Micro and Small Enterprises (MSEs):** As per Government of India policy.

**21.0 Make in India clause:** As per Government of India policy.

## **22.0 Taxes & 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.

- 23.1** Bidder shall issue a 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 a valid tax invoice.
- 23.2** 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.
- 23.3** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, or penalty as applicable under the GST Act.
- 23.4** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to dis-allowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 23.5** 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).
- 23.6** 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.
- 23.7** 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 the tender, the bidder has to pass on the benefits to RailTel.

## **24.0 Restrictions under Rule 144(xi) of GFR, 2017:**

Rule 144(xi) of the General Financial Rules (GFRs) 2017 imposes restrictions on procurement from bidders from countries that share a land border with India. This rule requires such bidders to be registered with the Competent Authority before they can participate in bidding for government tenders. .

## **25.0 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 insure 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.

#### **26.0 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.

#### **27.0 Breach of Contract, Remedies and Termination:**

- (i) In case the contractor is unable to honor important stipulations of the contract or gives notice of his intention of not honoring or his inability to honor such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to supply the required quantity or quality. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously.
- (ii) The purchaser or its authorized representative is not to enter into correspondence after expiry of the delivery date stipulated in the contract because such a correspondence will keep the contract alive and would amount to abrogation of the purchaser's right and remedies for delays by the contractor. This situation will not allow the purchaser to cancel the contract straight away without first serving a performance notice to the supplier. However, even after expiry of the delivery period of the contract, the purchaser may obtain information regarding past supplies, and so on, from the supplier, simultaneously making it clear to the supplier that calling of such information is not intended to keep the contract valid and it does not amount to waiving the breach and that it is without prejudice to the rights and remedies available to the purchaser under the terms of the contract. As soon as a breach of contract is noticed, a show cause notice

should be issued to the contractor reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. The CA may terminate a contract in the following cases.

### **27.1 Cancellation of Contract for Default:**

- (i) Without prejudice to any other remedy for breach of contract, such as removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:
  - a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
  - b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
  - c. If the contract is terminated in whole or in part, recourse may be taken to anyone or more of the following actions:
    - 1. Forfeiture of the performance security.
    - 2. However, the supplier shall continue to fulfill the contract to the extent not terminated.
- (ii) Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

### **27.2 Termination of Contract for Insolvency**

If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel.

### **27.3 Termination of Contract for Convenience**

### **28.0 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.

## 29.0 Other Particulars to be enclosed along with tender:

The 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 the 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	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

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

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

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

Mr. Vachaspati Bhardwaj, Spl.Asstt. General Manager/Procurement Mobile: 9717612008 E-mail ID: <a href="mailto:vachaspatibhardwaj61@railtelindia.com">vachaspatibhardwaj61@railtelindia.com</a>	Shri Vikas Singh, Sr. Dy. General Manager /Procurement Mobile9717644156 E-mail ID: <a href="mailto:vikas@railtelindia.com">vikas@railtelindia.com</a>
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**Note: In case, if there is any contradiction between GeM's General Terms & Conditions, RailTel's Additional Terms & Conditions will prevail.**

**Technical specifications**

**(A) Technical specifications/Requirement for the NOVEC system gas refilling work:**

- 1.0 Clean Agent should be UL & FM approved.
- 2.0 Clean Agent should be filled in PESO approved filling station certified by Govt. of India.
- 3.0 Cylinder Hydro pressure test (HPT) station should be in PESO approved HPT station certified by Govt. of India.
- 4.0 OEM Company should be ISO 9001, ISO 14001 & ISO 45001 from IAF accredited.
- 5.0 OEM Company should have PED / CE 1128 certification.
- 6.0 The bidder must possess a valid Engineering Contractor License issued and approved by the Government of India.
- 7.0 The bidder must have a valid OEM authorization letter (MAF).

**(B) Schedule of Requirement:**

<b>S. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (in Rs.)</b>	<b>GST</b>	<b>Total Amount (in Rs.)</b>
1.0	Supply and Refilling of UL Listed FK-5-1-12 (Novec 1230) Gas	Kg	422			
2.0	Valve testing & O ring Change	Nos.	5			
3.0	Hydro Pressure Testing of 80 Ltr. Cylinder	Nos.	5			
4.0	System Dismantling	Job	5			
5.0	Reinstallation & Spare Cylinder charges for backup including freight	Job	5			
Total Amount (in Rs.) (in words)						

**OFFER LETTER**

**Sr. Dy. General Manager/Proc.,  
Northern Region, RailTel  
6th Floor, 3rd Block,  
Delhi Technology Park,  
Shastri Park, New Delhi,  
Delhi-110053**

Ref:- Tender No. GEM/2025/B/xx Dated: dd. \_\_.10.2025

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

3) Online payment vide transaction No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2

**Annexure-III**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE  
PERFORMANCE BANK GAURANTEE BOND  
(On Stamp Paper of Rs one hundred)  
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited., 6th Floor, 3<sup>rd</sup> Block, Delhi-IT-Park, Shastri Park, New Delhi-110053 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....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 New Delhi (indicate detail address of local New Delhi 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) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or

to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

We, the ..... Bank further agree that this guarantee shall be invokable at our place of business at ...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

(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.

Dated the day of MM, 2025

for .....  
(indicate the name of the Bank)

Witness:

- 1. Signature  
Name
- 2. Signature  
Nam

**Manufacturer Authorization form (MAF)**

Sr. Dy. General Manager/Proc.,  
RailTel Corporation of India Ltd.  
6th Floor, 3rd Block,  
Delhi Technology Park, Shastri Park,  
Delhi – 110053.

Date: \_\_\_\_\_

Subject: Manufacturer Authorization form (MAF) to M/s ..... for .....  
Ref: Tender No. GEM/2025/B/xx dated dd. \_\_.10.2025

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 **“Refilling of Fire Suppression System Novec Make ”** of our range of products against your above said bid.

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

Thanking you,  
Best regards,

Authorised Signatory

**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 (-----Railway), 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 year 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.

**PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING  
(To be signed by the Bidder)**

**To,  
Sr. Dy. General Manager/Proc.,  
RailTel Corporation of India Limited  
6th Floor, IIIrd Block,  
Delhi Technology Park, Shastri Park,  
New Delhi-110053**

Tender Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier confirmations and submissions as per your requirements of the tender, we confirm that,

1. All SOR items proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance may result in REJECTION of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

**Format for 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 due to severe financial crunch on account of slowdown in the economy due to the pandemic,

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/LOI, 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

5) If I/We commit any breach of integrity Pact.

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

**CHECK LIST (To be Filled up & uploaded)**

**List of Documents to be Submitted (Online):**

SN	Have you submitted the following documents?	Submitted /Complied or Not	Page No./ref No. of Offer
1.	Offer letter as per Annexure-II & as per clause no. 13(i) of ITB.		
2.	EMD Submission details as per clause no. 7 of ITB.		
3.	BOQ of offered equipment as per clause no. 13(iii) of ITB.		
4.	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 13(iv) of ITB.		
5.	Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents as per clause no. 8 of ITB.		
6.	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 13(vi) of ITB.		
7.	Proof of document required against Eligibility criteria of OEM and Bidder vide Para 8.1 & 8.2 respectively.		
8.	MAF/OEM Authorization as per para 13(viii) and Annexure-IV of ITB.		
9.	Notarized affidavit on a non-judicial stamp paper as per Annexure-V & as per clause no. 12 of ITB.		
10.	NIL Deviation as per Proforma attached in Annexure-VI & as per clause no. 13 (xi) of ITB.		
11.	Bid Security Declaration as per Annexure-VII of ITB.		

(END OF TENDER DOCUMENT)

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