

Additional Terms & Conditions for “Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0 for RailTel Optic Fiber Network”.

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

dated: --.05.2026

Information to Bidder for the “Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per **RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0** for RailTel Optic Fiber Network”

Name of work: Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0 with latest amendment for RailTel Optic Fiber Network.

2.0 Scope of work:

- i) 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.
- ii) HDPE 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 HDPE Duct offered as per Annexure-I, failing which the bids may be rejected.
- iii) Bidder shall submit the detailed BOM of the HDPE Telecom Duct offered duly verified and certified by the respective OEM.
- iv) GST registration certificate of vendor should be provided from where goods will be supplied.
- v) RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Stage Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Financial Bid).
- vi) The bidder shall upload the compliance of this ATC along with GEM Bid.

3.0 Tender Cost: NIL

4.0 Estimated cost of the Tender is Rs. 2,68,61,666.56 (Tax inclusive).

5.0 Earnest Money Deposit (EMD): Earnest Money Deposit (EMD):

- (a) A sum of **Rs. 5,37,300/-** 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: **Commercial Branch (0 4 0 7 9)**

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-IX 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**.
- (g) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- (h) 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.

6.0 Technical Eligibility/Evaluation/Qualification Criteria:

- The OEM or bidder should have an authorization of OEM having valid RDSO approval for permanently Lubricated HDPE Telecom duct as per **RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0** on the date of opening of the tender. RDSO approval should be submitted online with offer & Firm’s name should appear RDSO approved vendor list for the item being procured if approved.
- The bidder or OEM should have established manufacturing facilities for manufacture & Supply of PLB HDPE Duct as per **RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0**.

6.1 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.

6.2 Definition of similar work:

Supply of HDPE Duct

6.3 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.

6.4 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-V.

Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.

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.

- 6.4** (a) All suppliers shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- (b) The bidder should have positive net worth and should give the CA certificate for the same.
- © Bidder should have authorization specific to this tender from respective OEM as per Annex-V.

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

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

8.0 Issue of Purchase Order:

8.1 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.**

8.2 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.

9.0 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. Delivery Challan.
- c. E-Way Bill.
- d. Original Consignee receipt for receipt of goods in good condition.
- e. Original Inspection Certificate.
- f. Warranty Certificate from HDPE Duct manufacturer (OEM)
- g. Proof of PG/SD submission.
- h. Insurance Policy as per Clause-25 of ITB.
- i. Packing list.
- j. Declaration of non-applicability of e-invoicing, if applicable.
- k. Declaration regarding 206AB/206CCA of IT act.
- l. Railway/Transporters Receipt/Consignment Note.
- m. Bill Passing Authority: Sr. DGM/ Proc.
Bill Paying Authority: JGM /Finance

10.0 The tenderers shall submit a **notarized affidavit on a non-judicial stamp paper stating** that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-VI. Non submission of an affidavit 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.

11.0 Online Submissions:

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

- i. EMD.
- ii. Clause wise compliance of all the clauses of GeM Bid and ATC documents.
- iii. No deviation statements.
- iv. Eligibility Criteria documents.
- v. Technical Compliance of Technical Specification.
- vi. RDSO approval certificate for the item being procured if applicable.
- vii. Notarized affidavit on a non-judicial stamp paper as per Annexure-VI regarding authenticity of the documents submitted /information provided in the bid. Non submission of an affidavit by the bidder shall result in rejection of his/their bid.
- viii. **Power of Attorney:** 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 before issuance of PO.

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: _____.

12.0 Delivery period: 90 days (Ninety days only) from the date of issue of PO at consignee address.

(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 maybe 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.

13.0 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 10% 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.

- b. The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. *The failed contractor shall be debarred from participating in re-tender for that work.*
- c. The Performance Guarantee should be furnished by the successful contractor after a letter of acceptance has been issued. The PBG will be returned only after fulfillment of contractual obligations.
- d. 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 will the BG become acceptable to RailTel. It is therefore in own interest of the bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to RailTel's Bank.

It is advised that along with physical BG, online facility has been activated to view the issued BG cover message transmitted to ICICI Bank through SFMS platform. For availability this facility, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV/IFN 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In this connection, all the vendors/contractors (applicant of BG) to update below details at time of submission of BG issuance/amendment request to their respective banks with immediate effect for online SFMS confirmation using the plate form:

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.

It may please be noted that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e., IFN 760COV/IFN 767COV

- e. Performance Guarantee shall be released after satisfactory completion of the work,

maintenance period and expiry of the warranty period and issue of the certificate of final acceptance of the entire system.

- f. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.
- g. The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (1) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (2) 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.
 - (3) 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.
- h. No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

14.0 Inspection of material:

- 14.1** The Inspection shall be carried out by the Inspecting Authority authorized/nominated agency by RailTel.
- 14.2** In case material/equipment fails during inspection, the fresh lot of the same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 14.3** Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of reputed agency like R D S O / RITES/RailTel's representatives or any other agency representative authorized by RailTel. The inspection shall be conducted by inspecting authority as per required test procedures/test plan/specifications for ensuring that the material offered meets the required specifications.
- 14.4** 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.
 - (a) Inspection of HDPE Duct shall be carried out as per RDSO specs at OEM premises.
 - (c) Inspection charges shall be borne by the bidder. No additional charges will be paid by the purchaser on account on inspection charges.

Inspection of OFC shall be carried out as per RDSO specifications at OEM premises. Inspection charges shall be borne by the bidder.

- 15.0 Warranty:** The HDPE Duct should be warranted for a period of 18 months from the date of delivery.
- 15.1 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.
- 15.2 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.
- 15.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 15.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 15.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period 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.
- 15.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the **Purchaser** in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' shall apply.

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 here in before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise

16.0 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.

17.0 TReDS Platform:

17.1 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://m1xchange.com>. MSE

suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

- 17.2** 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.
- 17.3** MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 17.4** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

18.0 Public Procurement Policy for Micro and Small Enterprises (MSEs): As per Guidelines issued by Government of India.

19.0 Make in India clause: As per Guidelines issued by Government of India.

20.0 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.

- 20.1** 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.
- 20.2** 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.
- 20.3** 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.
- 20.4** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

- 20.5** 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).
- 20.6** 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.
- 20.7** 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.

21.0 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. .

22.0 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 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.

23.0 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.

24.0 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.

24.1 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.

24.2 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.

24.3 Termination of Contract for Convenience: After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the supplier for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right— the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the supplier may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be incorporated in the tender document as well as in the resultant contract.

25.0 Settlement of Dispute:

25.1 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.

25.2 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.

26.0 Debarment of Suppliers

- (i) Registration of suppliers and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. Rule 151 of General Financial Rules (GFR), 2017 states the following

regarding the 'Debarment from Bidding':-

- a. A bidder shall be debarred if he has been convicted of an offence-
 1. under the Prevention of Corruption Act, 1988; or
 2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - b. A bidder debarred under sub-section (a) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
 - c. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
 - d. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- (ii) Since, DGS&D had been wind up on 31.10.2017, PPD, DoE did consultations on the issue of Debarment with major procuring Ministries/ Departments and issued the following 'Debarment Guidelines' in suppression to all earlier instructions on this subject²⁷.

26.1 Guidelines on Debarment of firms from Bidding

- (i) The guidelines are classified under following two types: -
 - a. In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - b. Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).
- (ii) Definitions
 - a. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
 - b. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 1. Whether the management is common;
 2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;

3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
4. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
5. All successor firms will also be considered as allied firms.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.

(iii) Debarment by a Single Ministry/ Department

Orders for Debarment of a firm(s) shall be passed by RailTel, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017. (Refer to para 3.2 of this Manual for further reading on Code of Integrity).
- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the RailTel, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration” etc.
- d. It shall be circulated to all concerned procuring entities of RailTel including Regions.
- e. Before issuing the debarment order against a firm it must be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- f. Regional heads in Regions and executive authorized by Director/POM in Corporate Office will be the competent Authority to debar the firms.
- g. RailTel that issued the order of debarment can also issue an order for revocation of debarment before the period of debarment is over if there is adequate justification for the same. Ordinarily, the revocation of the order before expiry of debarred period should be done with the approval as defined in para (f) above.
- h. RailTel will maintain list of debarred firms, which will also be displayed on its website.
- i. Debarment is an executive function and should not be allocated to Vigilance Department.
- j. The period of debarment starts from the date of issue of debarment order; therefore, the process of debarment should be conducted in an expeditious manner. Considering the quasi-judicial nature of such proceedings and need to afford a fair hearing to the firm, following timeline is suggested, which may be suitably modified considering the specifics of RailTel:

1. Noticing of delinquency of the firm by the Procuring Entity – zero day
 2. Evaluation of evidence and proposal to CA for banning of the firm - 2 Weeks
 3. Issue of Show Cause Notice to the firm calling for written and oral submission– 1 week.
 4. Time for submission, including reminders etc – 3 weeks
 5. Evaluation of firm’s submission and giving oral hearing to firm – 3 weeks
 6. Final Order, indicating opportunity to the firm 2 weeks’ time to appeal to the Competent Authority as appellate authority – 2 weeks
 7. Total 12 weeks from zero day, after which debarment period starts.
 8. Receipt of Appeal and disposal the same by the appellate authority – 4 weeks.
- (iv) It is possible that the firm may be debarred concurrently by more than one Ministry/ Department. Ministries/ Departments at their option may also delegate powers to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para (iii) as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal.
- (v) Debarment across All Ministries/ Departments
- a. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.
 - b. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal. For this purpose, the proposing Ministry shall complete all formalities for debarment as per para (iii) (Debarment by a Single Ministry/ Department) above and issue an interim order debarring the firm from taking part in bidding procedures floated by their Ministry/ Department, indicating that the Government reserves its right to debar the firm from taking part in any bidding procedure floated across all the Central Government Ministries/ Departments.
 - c. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that sufficient opportunity has not been given to the firm to represent against the debarment, such debarment requests received from Ministries/Departments shall be rejected.

- d. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.
- e. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.
- f. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.
- g. DoE may complete the process of Debarment within 12 weeks.

(vi) Revocation of Orders

- a. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
- b. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

(vii) Other Provisions (common to both types of debarments)

- a. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
- b. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
- c. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.
- d. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
- e. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
- f. The period of debarment shall start from the date of issue of debarment order.
- g. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
- h. Ordinarily, the period of debarment should not be less than six months.

- i. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavour should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.
- j. All Ministries/ Departments must align their existing Debarment Guidelines in conformity with these Guidelines. Further, bidding documents must also be suitably amended, if required.

26.2 Safeguarding Procuring Entity's Interests during debarment of suppliers:

Suppliers are important assets for the procuring entities and punishing delinquent suppliers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers in a particular group of materials/equipment, such punishment may also hurt the interest of Procuring Entity. Therefore, views of the concerned Department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers and in cases of less serious misdemeanors, the endeavor should be to pragmatically analyse the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.

27.0 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 of description of item	Name of purchaser	Qty. ordered	Date of delivery the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during extension	Qty. supplied during extension	Qty. supplied during 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.

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

Mr. Vachaspati Bhardwaj, Spl. Asstt. General Manager/Projects Mobile: 9717612008 E-mail ID: vachaspatibhardwaj61@railtelindia.com	Shri Vikas Singh, Sr. Dy. General Manager/Procurement Mobile: 9717644156 E-mail ID: vikas@railtelindia.com
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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.

Annexure-I

Technical Specifications

1.0 The specification for HDPE duct 40/33 mm should be as per **RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0**. The colour of HDPE duct will be bright orange and throughout. The colour of the inner layer shall be white.

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

Note: The above RDSO Specification may be downloaded from <https://rdso.indianrailways.gov.in>

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

- i) The length of the duct should be 1000 meter +5% or -2%.
- ii) Tolerance on total order quantity shall be $\pm 1.5\%$.
- iii) The colour of the duct should be orange. The marking on the HDPE duct shall be provided at every meter as per detail given below: -



RAILTEL CABLE DUCT
PLBE HDPE DUCT 40/33 MM
DATE MONTH YEAR

NAME OF THE FIRM
ABCD & WXYZ
EFGH

Annexure-II

Schedule of Requirement:

SOR	Item Description	Units	Qty.
SOR-1	Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0 for RailTel Optic Fiber Network	Km	513

Supplies of PLB HDPE Telecom Duct will be required at different locations in RailTel Territories in located Northern India. Actual site location will be advised with issue of Purchase Order.

*Qty mentioned on GeM is rounded off to nearest Kms. However Actual requirement of PLB HDPE Telecom Duct is 512.706 Kms and tender will be allotted based on actual required Qty of 512.706 Kms.

Bidder shall quote Unit price (inclusive of all Taxes, Freight, Insurance etc.).

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

SN	Territory	Qty. (in KM)
1	LKO	58.488
2	JP	64.4655
3	DLI	56.414
4	PRYJ	283.576
5	CDG	34.133
6	DLI-NCR	15.629
Total Qty. (in KM)		512.7055

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/2026/B/xx Dated: dd. __.02.2026

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

**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, 3rd 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 effect 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 invocable 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

Name

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. __. --. 2026

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 of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per **RDSO Specn. No. RDSO/SPN/TC/45/2013 Rev.2.0 with Amendment 3.0** for RailTel Optic Fiber Network” 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.

Thank you,
Best regards,

Authorized 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.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

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

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

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

**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 of ITB.		
2.	EMD Submission details as per clause no. 5 of ITB.		
3.	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 11(ii) of ITB.		
4.	Financial (Certified copies of audited balance sheets/annual reports for the last three years preceding financial terms) and Technical Eligibility Criteria documents as per clause no. 6 of ITB.		
5.	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 11(v) of ITB.		
6.	Proof of document required against Eligibility criteria of OEM and Bidder vide para 6 respectively.		
7.	MAF/OEM Authorization as per para 6 and Annexure-V of ITB.		
8.	Notarized affidavit on a non-judicial stamp paper as per Annexure-VI & as per clause no. 10 of ITB.		
9.	Nil Deviation as per Proforma attached in Annexure-VIII & as per clause no. 11(iii) of ITB.		
10.	Bid Security Declaration as per Annexure-IX of ITB.		
11.	Power of Attorney as per clause no. 11 (viii) of ITB.		

(END OF TENDER DOCUMENT)
