

**RAILTEL CORPORATION OF INDIA LIMITED**

**(A Govt. of India Undertaking)**

**Additional Terms & Conditions** (*Information to Bidder*)

**FOR**

***“Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network”***

**E-Tender notice no.**

**RailTel Corporation of India Limited**  
**(A Govt. of India Enterprise)**  
**Regional Office: 6th floor, Block-III, Delhi IT Park,**  
**Shastri Park, Delhi-110053**

**e-Tender Notice No.**

**Dated --.--.2023**

RailTel Corporation of India Ltd. (RailTel) invites e- tenders in single packets (system for “**Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network**”. The details are as under:

<b>Description of the Work</b> कार्य का वर्णन	<b>Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network</b>
<b>Availability of E-Tender</b> निविदा आलेख की उपलब्धता	From _____ to _____ Online Only.
<b>Submission date of Bids</b> e-निविदा प्रस्तुत करने की अंतिम तिथि	_____ upto 15:00 hrs (ONLINE)
<b>Opening of Bids</b> e-निविदा खोलने की तिथि	_____ at 15:30 hrs (Online)
<b>Estimated Cost of Tender</b> कार्य की अनुमानित लागत	Rs. 88,45,822/- (Inclusive of Taxes)
<b>Earnest money deposit (EMD)</b> धरोहर धनराशि (ईएमडी)	Rs. 1,77,000/- to be made 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 (Bank account detail given under clause no. 17 of chapter IV)
<b>Validity of offer</b> आफर की वैधता	45 days from the date of opening of tender.
<b>Cost of Tender Document</b> निविदा दस्तावेज की कीमत	NIL

*# If Tender opening is a holiday the tender will be opened on next working day at same time.*

# Small scale Units registered with NSIC and MSE under single point registration scheme are exempted from cost of Tender Documents and EMD.

Note:

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering Portal <https://gem.gov.in>

For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Tendering Portal <https://gem.gov.in>

1. All future Information viz. corrigendum/ addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only.
2. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be self-attested / digitally signed by the tenderer or authorized representative of the tendering firm.
3. Printed copy of Tender document will not be sold from RailTel office.
4. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.
5. Self – attestation shall include signature, stamp and date (On each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
6. “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in tender document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid.
7. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.
8. Tender without Notarized FORM 2A may lead to rejection of the Tender. (Notarized affidavit must be submitted before opening of the tender).
9. If there is any contradiction in Clause of Tender Document, the conditions of Chapter 2A will prevail.

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## Chapter-I

### OFFER LETTER

**RailTel Corporation of India Ltd.,  
Northern Region,  
6<sup>th</sup>Floor, Block III,  
Delhi IT Park, Shastri Park,  
Delhi-110 053**

I/We \_\_\_\_\_ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender no., dated** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply, install & commission the Equipment within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Tender and to carry out the supply according to the Specifications for materials laid down by the RailTel for the present tender.

2. A sum of **Rs. 1,77,000/- (Rupees One Lakh Seventy Seven Thousand only)** as on account has to be paid online (UTR No. \_\_\_\_\_) / through DD No. \_\_\_\_\_ dated \_\_\_\_\_ is herewith forwarded as "Earnest Money". 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 specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

## Chapter-II

### SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)

**Tender No.**

**Dated:**

<b>SOR</b>	<b>Item Description</b>	<b>Units</b>	<b>Qty</b>
SOR-1	HDPE Duct	Km	144

\*Qty mentioned on GeM is rounded off to nearest Kms. However Actual requirement is 143.835 Kms and tender will be allotted based on actual required Qty of 143.835 Kms.

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

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

**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:**

<b>S.No.</b>	<b>Territory</b>	<b>Qty. (in KMs)</b>
1	Delhi	7.000
2	Lucknow	27.148
3	Delhi-NCR	50.481
4	Jaipur	2.141
5	Pryagraj	3.515
6	Chandigarh	53.550
<b>Total Qty.</b>		<b>143.835</b>

1. The material should be supplied as per Technical Specifications.
2. Bidder should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM.
3. The Bidder should have authorization specific to this tender from respective OEM.
4. Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Annexure-A to the site /transported to different locations which will be provided by RailTel to the successful bidder.

5. It shall be the responsibility of Tenderer to transport the equipment to site for Installation & Commissioning.
6. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight up to destination) including unloading at consignee premises and other levies, if any as per Annexure-A.
7. Detailed model number & make of unit offer is to be mentioned. Detailed specification of unit offered shall also be attached with the offer.
8. The PLB HDPE Duct will be supplied at different locations of RailTel Northern Region comprising of Delhi, UP, MP, Rajasthan, Punjab, Haryana, J&K & Bihar etc. Bidders are advised to visit nearby RailTel POP and get acquainted with site conditions.
9. Bidder is required to submit Bank Guarantees:

For supply items, Performance Bank Guarantee of 10% of the total value of the order is required to be submitted and should be valid for a period of 3 months beyond warranty periods.

**Signature of the Tenderer**



## **Chapter - IIA**

**These are the Special Instructions to the Bidders for e -Tendering.**

### **Submission of Bids only through online process is mandatory for this Tender**

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://gem.gov.in> (Government e Marketplace)

Benefits to Suppliers are outlined on the Home page of the portal. Bidders are advised to visit the GeM Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

#### **1. Tender Bidding Methodology:**

e-tender Single packet (Technical & Financial): In this, bidder has to submit both Technical and Financial Bid "ONLINE."

#### **GeM Helpdesk**

Please visit Helpdesk section on GeM Portal.

#### **RailTel Contact-I (for general Information)**

RailTel's Contact Person /Designation  
Ms. Priti Singh, DGM/ Project  
Mobile: 9717644110  
E-mail ID [priti@railtelindia.com](mailto:priti@railtelindia.com)

#### **RailTel Contact-II (for general Information)**

RailTel's Contact officer  
Mr. Jagdish Chandra Gupta, GM/Project  
Telephone/ Mobile: 9717649428  
E-mail ID: [jagdishchandra@railtelindia.com](mailto:jagdishchandra@railtelindia.com)

#### **2. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on GeM Portal.  
Broad outline of submissions are as follows:

- a. Submission of Earnest Money Deposit (EMD)
- b. Submission of digitally signed copy of Tender Documents/Addenda
- c. Submission of (form-2A)
- d. Online response to Terms & Conditions of Tender.
- e. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of GeM Portal.

### 3. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Delhi IT Park, Block-III, 6th floor, Shastri Park New Delhi-110053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a. In case bidder happens to be an eligible MSE/NSIC, the documentary evidence for same shall be submitted.
- b. Power of attorney in favor of the signatory duly authorizing the signatory may be submitted in a separate envelope to the tendering authority within 07 days of opening of tender in a Sealed Envelope.
- c. Format for Affidavit as per Form- 2 on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, may be submitted in a separate envelope to the tendering authority within 07 days of opening of tender in a Sealed Envelope. Non submission of an affidavit by the bidder may result in rejection of his/their bid.

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

### 4. Submission of Eligibility Criteria related documents:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as- a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

### 5. Instructions for Tender Document TO THE BIDDERS.

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on GeM Portal <https://gem.gov.in>

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from GeM portal, and this should be done well before the deadline for bid-submission.

## **6. Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://gem.gov.in> For detailed instructions please refer to GeM Portal.

The offer shall be submitted in single packets. Both bids Credential Bid (Techno-Commercial Bid) & Price Bids shall be submitted online.

## **7. Fax Quotations & Late Tenders:**

Fax Tender documents and Late/Delayed tenders would not be considered.

## **8. Attendance of Representatives for Tender Opening:**

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

## **9. Addenda/ Corrigenda:**

RailTel may issue Addenda/ Corrigenda to the tender documents prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

## **10. Ambiguity/Pre-Bid Clarification Requests:**

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above.

## **11. Bid submission and Opening date:**

**a.** The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

**b.** The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

**d.** Bidder needs to be submitted offline document listed above within 07 days of tender opening.

**12. deleted.**

## **Chapter-III**

### **General requirement/Scope of work for the Supply of PLB HDPE DUCT at various locations in the Northern Region of Railtel.**

#### **3.1 Requirement of PLB HDPE DUCT:**

*“Supply of Permanently Lubricated HDPE Telecom duct to use as underground optical fibre cable conduits size 40/33 mm and accessories as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network”.*

#### **3.2 Supply PLB HDPE DUCT:**

3.2.1 RailTel Corporation Northern Region is IP-I, unified license holder and having its PoPs for delivering of Bandwidths, Co-locations for BTS etc. Mostly, the PoPs are located at important Railway Stations.

3.2.2 The Duct is required to be supplied at these PoPs. The PoPs may be of Masonary structure or porta cabins. There are certain PoPs which are located on 2<sup>nd</sup> or 3<sup>rd</sup> Floor of Railway Building. RailTel may change the location of POP where ACs are required to be provided.

**Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Form-5. Any deviation / non-acceptance will lead to rejection of the bid summarily.**

## Chapter-IV

### General Contract Terms & Conditions

#### **I. Offer letter and Validity of Offer**

**1.1** The tenderer shall necessarily satisfy the eligibility conditions as listed below:

- i) The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.
- ii) The GST registration is required to avail GST Credit; tenderer should be registered with GST department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer may be rejected.
- iii) All materials should be quoted as per technical specifications.

#### **II. Additional Terms & Conditions for procurement of PLB-HDPE Duct**

*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 TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment for RailTel Optic Fiber Network”.*

1. 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).
2. 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 in Annexure-I, failing which the bids may be rejected.
3. GST registration certificate of vendor should be provided from where goods will be supplied.
4. **Tender Cost: NIL**
5. **Estimated cost** of the Tender is **Rs. 88,45,822/- (Tax inclusive)**
6. **Earnest Money Deposit (EMD):**
  - a) A sum of Rs. 1,77,000/- 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 detail below:

Name of Bank: **Union Bank of India**

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

Account Number: **307801010917906**

IFSC: **UBIN0530786**

Branch: 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001

(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 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 will be summarily rejected.

(c) For NSIC registered firm and micro & small enterprises (MSEs) who are having valid Udyog Aadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available.

They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

(d) Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.

(e) The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-14.

## **7. Eligibility Criteria for bidder:**

7.1 The bidder should have established manufacturing facilities for manufacture & Supply of PLB HDPE Duct as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment.

7.2 The bidder should have valid TEC approval for permanently Lubricated HDPE Telecom duct as per TEC Specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment on the date of opening of the tender. TEC approval should be submitted online with offer & Firm's name should appear TSEC approved vendor list for the item being procured.

## **7.3 Technical Eligibility Criteria:**

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

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

**Definition of similar work:** Supply of HDPE Duct

- 7.4 **Financial Eligibility Criteria:** The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, 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.

**(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).

- 7.5 (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 CA certificate for the same.
8. 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. Validity of offer:**

Validity of offer: 45 days (Forty five days only) from the date of opening of tender.

**10. Issue of Purchase Order**

- 10.1 The purchase order in favor of the successful bidder will be issued and shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder should submit unconditional acceptance within 07 days of issue of PO after finalization of tender, along with SD/PBG within 15 days of issue of P.O.

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. Payment Conditions: -**

- i. 100% payment against full supply of the ordered quantity.
- ii. 80% payment against part supply of the ordered quantity.

The following documents are to be submitted for payment:

- a. Original Tax Invoice
- b. Delivery Challan
- c. Original Consignee receipt for receipt of goods in good condition.
- d. Original Inspection Certificate
- e. Warranty Certificate from OFC manufacturer (OEM)
- f. Proof of PBG/SD submission
- g. Insurance certificate for Transit period
- h. Bill Passing Authority: Dy. General Manager/Project  
Bill Paying Authority: Joint General Manager/Finance

Note: Payment will be released only when GST amount is reflecting on GST Portal against invoices processed for payment.

**12. 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 TEC Specification.
- vi. TEC approval certificate & Firm's name should appear on TSEC approved vendor list for the item being procured.
- vii. Notarized affidavit on a non-judicial stamp paper as per Annexure-IV 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.

ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on [www.railtelindia.com](http://www.railtelindia.com) only.

iii. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid.

If there is any contradiction in any of the condition between ITB terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.

**13. Delivery period:** 60 days from the date of issue of PO.

**14. Security Deposit/Performance Guarantee:**

- i. 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 with validity 3 months beyond warranty period of supply.

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. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31<sup>st</sup> 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.*

ii. The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued. The PBG will be returned only after fulfillment of contractual obligations.

iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

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

iv. Performance Guarantee shall be released after satisfactory completion of the work, maintenance period and on expiry of the warranty period and issue of the certificate of final acceptance of the entire system.

v. 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.

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

**15 Inspection of material:**

15.1 The supplier/manufacturer bidder will send inspection call letter to concerned Inspecting Authority RITES/Purchaser's representative the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority

15.2 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.

15.3 **Inspection** of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

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

15.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

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

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

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

**16. Warranty:** The HDPE Duct should be warranted for a period of 18 months from the date of delivery.

16.1 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.

16.2 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.

16.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

16.4 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.

16.5 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.

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

#### **17. 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 option to increase/decrease the quantity by 25% of the order quantity anytime within the validity 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 instalment 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 order/ or for any consignee(s) so long as Delivery Period of any of the order in the tender is alive.

## 18. SPLITTING OF QUANTITY

The quantity to be ordered will be split by the Purchaser amongst various tenderers for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, price and past performance of the firms with following condition:

### 18.1 CRITERIA FOR SPLITTING OF TENDER QUANTITY:

The following splitting criteria will be applicable: -

Purchaser would distribute the procurable quantity on three eligible tenderers as per the following formula. Such distribution/splitting of the tendered/procurable quantity and the quantity distribution will depend upon the differential of rates quoted by the tenderers in the manner detailed below: -

Price differential between Eligible L1 and L2	Quantity distribution ratio between Eligible L1 and L2
Up to 3%	60: 40
More than 3% and up to 5%	65:35
More than 5%	Distribution shall be as per para 18.1.1

**18.1.1** If difference between Eligible L-1 & L-2 is more than 5%, splitting of the quantity is required to be done by ordering on tenderers higher than the Eligible L1 & L2 tenderer, then the quantity distribution proportion amongst the tenderers will be L1:L2: L3::70:20:10.

**18.1.2** While distributing as above, the purchaser shall offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser shall further decide on the placement of order as detailed below:

If Eligible L-1 or L-2 or L-3 tenderer does not accept the offer/counter offer, the calculation will be as per the case which is described below

- a). If L3 does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L-1 & L-2 again as per formula given – Quantity in % of L-1 x Quantity in % of L-3/ Quantity in % of total of L1+L2.
- b) If L2 does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L-1 & L-3 again as per formula given – Quantity in % of L-1 x Quantity in % of L-2/ Quantity in % of total of L1+L3.
- c). If L1 does not accept the offer, the tender will be discharged.

**18.1.3** Successful bidder can be allotted to supply the HDPE Duct in any of the state mentioned in tentative list of consignees in Annexure-II without any additional charge/Cost.

• **19. TReDS Platform:**

19.1 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.

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

19.3 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.

19.4 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.

**20. For NSIC registered Firm**

1. For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

- (i) They are exempted from cost of tender documents.
- (ii) They are also exempted from depositing Earnest money.

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

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

3. The participating MSEs in a tender, quoting price within the band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their prices to the L1 price, in situation where L1 is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

**NOTE:**

This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

**21. Make in India clause**

Public Procurement (Preference to Make in India): Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5 Lakhs.

The provisions of Public Procurement (Preference to Make in India), Order-2017 dt. 15.06.2017 or latest is applicable.

- 21.1 (a) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.
- (b) Margin of Purchase Preference: The margin of purchase preference is 20%.
- (c) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel, New Delhi.

**21.2 Verification of local content:**

- a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b) In case of procurement for a value in excess of Rs.10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d) A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

- e) Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

## **22. Requirement of Purchase Preference:**

Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 Lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
- b) In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
  - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1 Thereafter. The lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In procurements of goods not covered by sub-paragraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
  - i). Among all qualified bids, the lowest bid will be termed as L1.If L1 is from a local supplier; the contract will be awarded to L1.
  - ii). If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In

case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

### **23. 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.

21.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

21.2. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

21.3. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

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

21.5. Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

21.6. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

21.7. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of

input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

**24. Fall Back Clause:**

The order/contract, if and when placed, will be subject to following Fall Back Clause: - The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.

a. The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

b. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of tender shall, as far as possible, be applicable or recover the loss.

c. The Contractor shall furnish the following certificate to the concerned Account Officer along with each bill for payment of supplies made against the order/contract:

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person /organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract

at a price lower than the price charged to the RailTel, Northern Region, under the contract.”

**25. Restrictions under Rule 144(xi) of GFR, 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines.

**26. Insurance:**

26.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

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

**27. Settlement of Dispute:**

a) 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.

b) 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.

**28. RailTel's Contact Person /Designation: (for general Information)**

In case of any queries, may please contact:

Shri Vachaspati Bhardwaj AGM/Projects Mobile: 9717612008 E-mail ID: <a href="mailto:vachaspatibhardwaj61@railtelindia.com">vachaspatibhardwaj61@railtelindia.com</a>	Mrs. Priti Singh, Dy. GM/Projects Mobile: 9717644110 E-mail ID: priti@railtelindia.com
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## Chapter-V

### Annexure-I

#### Technical Specifications

1. The specification for HDPE duct 40/33 mm should be as per TEC specs No. TEC/GR/FA/CDS-008/04/AUG-19 with latest amendment. The colour of HDPE duct will be orange. Colour of the HDPE duct, inner lubricating material and strength shall be guaranteed for 20 years.

**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.

**2. Packing and Markings: -** The duct supplied should have the following identification marking and other details as per TEC Specification: -

The length of the duct should be 1000 +/- 50 meter.

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

**Schedule of Requirement:**

<b>SOR</b>	<b>Item Description</b>	<b>Units</b>	<b>Qty</b>
SOR-1	HDPE Duct	Km	144

\*Qty mentioned on GeM is rounded off to nearest Kms. However Actual requirement is 143.835 Kms and tender will be allotted based on actual required Qty of 143.835 Kms.

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

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

**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:**

<b>S.No.</b>	<b>Territory</b>	<b>Qty. (in KMs)</b>
1	Delhi	7.000
2	Lucknow	27.148
3	Delhi-NCR	50.481
4	Jaipur	2.141
5	Pryagraj	3.515
6	Chandigarh	53.550
<b>Total Qty.</b>		<b>143.835</b>

**PERFORMANCE GURANTEE BOND FOR SECURITY DEPOSIT**

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

In consideration of the RailTel Corporation of India Limited, Northern Region, 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Herein after called the 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 RailTel Corporation of India Limited 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.

We, .....(name of Bank) 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 as 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. ....only.

We, ..... (name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, .....(name of 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.

We..... (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 or 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)/ Supplier(s).

We ..... (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 ..... 2022

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

Witness

Signature  
Name

Signature  
Name

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG  
WITH 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. \_\_\_\_\_ (Herein after 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 years on entire IR. Further, I/we (*insert name of the tenderer*) \*\*\_and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

\*\* The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

### Check list

SN	Have you submitted the following documents?	Submitted /complied or not	Page No/ ref no. of Offer
1	Proof of payment of EMD		
2	Power of Attorney		
3	Downloaded tender document, digitally signed.		
4	Valid TEC Approval Certificate & Firm's name should appear on TSEC approved vendor list for the item.		
5	Documents required as per eligibility criteria  (a) Undertaking regarding clause no. 7.1 (b) Technical eligibility criteria document regarding clause no. 7.3 (c) Financial eligibility criteria document regarding clause no. 7.4 (d) Undertaking regarding non-blacklisting (e) CA certificate for positive net worth		
6	Technical Compliance of all Specification of TEC Specs, GeM Bid and ATC documents.		
7	Deviation Statement, if any, (Specification of TEC Specs, GeM Bid and ATC documents)		
8	Cost breakup of price indicating Basic rate, GST etc.		
9	Notarized affidavit on a non-judicial stamp paper as per Annexure-IV regarding authenticity of the documents submitted /information provided in the bid.		