

## **Additional Terms & Conditions for procurement of Air Conditioner with Timers & Stabilizers**

**Ref: GeM Bid No. GEM/2025/B/\*\*\*\*\* dated:**

Information to Bidder for the “**Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region**”.

### **1.0 Name of work:**

“Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region”.

### **1.1 Scope of work:**

RailTel Corporation of India Limited desires to procure “Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region”.

### **1.2 Requirement of AC Equipments:**

- i) The AC equipments should be of reputed make Hitachi/ Voltas/ ACME/ Emerson/ Carrier/Blue Star/LG/Samsung/O General/ Panasonic/ Daikin/Lloyd only.
- ii) The AC equipment should be given in as per tender specifications. Tenderer shall indicate make/model, which is offered
- iii) The AC equipments should be outside mountable for outdoor units and the maintenance activities should be done from outside.
- iv) For the technical parameters given in the technical specification, the tenderer must submit the test certificates from the OEM for the make/model offered.
- v) The AC equipments are to be installed in Masonry Building/Porta cabins. The contractor should satisfy himself for the installation of the AC at various locations as mentioned in the Tender document.
- vi) The contractor has to give the AMC for a period of 5 years after the completion of the warranty, if required. The tenderer should have a call centre and indicate its contact numbers for RailTel to lodge complaint in case of AC failure on 24\*7 basis. The AMC should be comprehensive, covering all the parts of the AC. The AMC requirements are given in the tender document.
- vii) Tenderer shall submit compliance or otherwise to technical & functional (as given in tender) specifications of offered make/model.

### **1.3 Supply and Installation of AC Equipments**

- i) RailTel corporation Northern Region is IP-I, unified licence holder and having its PoPs for delivering Bandwidths, Co-locations for BTS etc. Mostly, the PoPs are located at important Railway Stations.
- ii) The Air conditioning equipments are required to be installed and commissioned at these PoPs. The PoPs may be of Masonary structure or porta cabins. There are certain PoPs which are located on 2nd or 3rd Floor of Railway Building. RailTel may change the location of POP where ACs are required to be provided.
- iii) For the installation of the Air conditioning equipments the contractor has to make arrangements for all the material etc. required for the successful commissioning of the ACs. No extra cost will be paid except quoted by the contractor in Schedule-A.
- iv) The terminated AC supply shall be given by Railtel.
- v) The installation should be of very high standard which is generally acceptable in Telecom fields. The contractor should submit a plan showing the installations which will be approved by RailTel.
- vi) The contractor should satisfy himself about the Ground realities in connection with the installation of the equipments before quoting the rates.

**2.0** Technical specifications for the “Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region” offered in Annexure-I, failing which the bids may be rejected.

**3.0** Bidder shall submit the detailed BOM of the “Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region” offered duly verified and certified by the respective OEM.

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

**5.0 Tender Cost: NIL**

**6.0 Estimated cost** of the Tender is **Rs. 24,03,282/- (Tax inclusive).**

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

- (a) A sum of **Rs. 48,100/-** 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: **Union Bank of India.**

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

Account Number: **307801010917906**

IFSC: **UBIN0530786**

Branch/MICR Code: **Connaught Place/110026006**

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 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 notarized bid security declaration on non-judicial stamp paper of Rs.100/-as per Annexure-X on GeM portal failing which bid shall be summarily rejected.

(d) 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 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.

- (e) Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.
- (f) 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.
- (g) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- (h) The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be **summarily rejected**.
- (i) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- (j) This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” or latest issued by MoSME.” The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

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

### **8.1 QUALIFYING CRITERIA**

#### **8.1.1 General:**

- 8.1.2 Qualifying criteria under this Para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project & CAMC.
  - 8.1.2.1 The tenderer should submit details of experience of similar works in the projects executed.
  - 8.1.2.2 The tenderer/s must submit, along with his/their tender, certificates from the original user for whom the project was undertaken, certifying the date of award of contract, date of completion, date of commissioning and the present working status of the system so established and contractual payments received till the date of submission of the tender. The tenderer shall submit these certificates for the projects that they/he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in the original or their true copies duly signed by the tenderer.
  - 8.1.2.3 Bidder should be OEM/or authorized by OEM who should be engaged in production of Air Conditioners for at least last five years with presence in Delhi. In case the bidder being the sole authorized partner, they should submit the Manufacturer Authorization Certificate (MAC) issued by OEM specifically authorizing the bidder for participating in this tender by mentioning the tender number.
  - 8.1.2.4 OEM must have either own or through Service Provider full-fledged Service Support facilities like tools and spares, along with trained manpower in Delhi capable of giving maintenance service for all the 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the OEM/Authorized Partner support Centre on a toll free number/webmail.

## 8.2 Technical Capability and meaning of similar single work:

The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have executed projects for supply of 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 fulfilment 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).

### 8.2.1.1 Definition of similar single work is as under-

Work similar to the scope of work as contained in this tender shall mean the work involved,

**Similar work means: Supply and installation & commissioning of Air Conditioning System/Electrical Equipments/Electronic Equipments.**

## 8.3 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 relevant dates shall be as on the last day of the previous month to the one in which the tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of the previous month to the one in which the tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

#### **8.4 Eligibility/Evaluation/Qualification Criteria of Startup:**

The condition of prior turnover and prior experience 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 and prior experience 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-VI.

The tenderer must have received annual turnover of minimum 50% of the advertised value of tendered section for which they are participating in the past three financial years & current year before the date of opening of tender.

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

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

- (b) The bidder should have positive net worth and should give CA certificate for the same.

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

#### **9.0 Validity of offer:**

Validity of offer: **60 days (Sixty days only)** from the date of opening of tender.

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

- 10.1** Prior to the expiry of the period of bid validity, **the successful bidder shall be intimated through email.** Communication of acceptance of offer is considered complete as soon as it is **received and accepted by the bidder either on email of authorized person of bidder or**

**physical acceptance of PO whichever is earlier.** Hard copy is to be sent by courier/ by Registered post/ by hand. In the same communication, the successful tenderer is to be instructed to furnish the required performance security within 15 days of issue of PO after finalization of tender. **All deliveries will be counted from the date of PO.**

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

**11.0 Payment Conditions: -**

**a) 80% of the value of the supply against the ordered quantity on receipt by the consignee at site duly inspected and accompanied with the following valid documents 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. Original Consignee receipt for receipt of goods in good condition.
- d. Original Inspection Certificate issued by nominated inspecting authority.
- e. Warranty Certificate from Air Conditioners, Stabilizers and Timers manufacturer (OEM).
- f. Proof of PG/SD submission.
- g. Insurance Policy as per Clause-26 of ITB.
- h. Packing list.
- i. Certificate of receipt of Goods in good condition & installation thereof from RailTel .
- i. Declaration of non-applicability of e-invoicing, if applicable.
- j. Declaration regarding 206AB/ 206CCA of IT act.
- k. Railway/Transporters Receipt/Consignment Note.
- l. Bill Passing Authority: Sr. DGM/Project  
Bill Paying Authority: Sr. DGM /Finance

**b) Balance 20% value of the PO, after successful Installation & Commissioning at site.**

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

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

**In case of any wrong information submitted by the tenderer, the contract shall be**

**terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business with RailTel (RCIL) for 2 (Two) years.**

### **13.0 (a) Online Submissions:**

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

- i. Offer letter as per Annexure-V.
- ii. EMD submission details/EMD exemption declaration for MSE/Start Up etc.
- iii. BOQ of offered equipment.
- iv. Clause-wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- v. No deviation statements as per Annexure-IX.
- vi. Data Sheet of offered equipment.
- vii. Financial (Certified copies of audited balance sheets/ annual reports for the last three preceding financial years) and Technical Eligibility Criteria documents.
- viii. Technical Compliance of all Specification of items as per GeM Bid and ATC documents, as per Annexure- I (Technical Specification Compliance Sheet).
- ix. Certificate from the End user against the Eligibility criteria for OEM Para-8.2.
  - x. Proof of document required against Eligibility criteria of OEM and Bidder vide Para 11 & 12 respectively.
- xi. MAF/OEM Authorization as per Annexure- VI.
- xii. Standard format of Certificate as per Annexure-IV regarding authenticity of the documents submitted /information provided in the bid. Non submission of Standard format of Certificate by the bidder shall result in rejection of his/their bid.
- xiii. **Power of Attorney:** Power of attorney **duly notarized** in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.

**Note:** The bidder is required to give acceptance of all the clauses mentioned in the **to the Bidders**” document is mandatory. Any deviation / non- acceptance may lead to rejection of the bid.
- xiv. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on [www.railtelindia.com](http://www.railtelindia.com) only. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid. If there is any contradiction in any of the conditions between ITB terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.
- xv. Bid security declaration in Annexure-X on non-judicial stamp paper of Rs. 100/-as per Annexure-X on GeM portal failing which bid shall be summarily rejected.
- xvi. Bidder is to upload digitally signed/self attested copy of tender document online on GeM portal.

**NOTE: i)** Scanned copy of the documents uploaded by the tenderer shall be clear & readable. However, Railtel reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.

(ii) Tenderer may have to produce the original Documents in physical form at short notice whenever asked by RailTel at any stage of tender evaluation process or even after finalization of tender.

(iii) In E-tender, all submissions of documents are to be uploaded on GeM portal. There may be last minute hic-cups and delay in uploading the Documents and payment of Earnest Money etc. Tenders/prospective bidders are advised to upload their offer well in time. RailTel will not be responsible for any delay/non-submission of offer due to any reason whatsoever.

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

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

**(i) Quantum LD:**

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

**15.0 Security Deposit/Performance Guarantee:**

- a. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of BG/DD/Banker's Cheque in favour of RailTel Corporation of India Limited payable at New Delhi from State Bank of India/any Nationalized Bank or from any Scheduled Bank, amounting to 10% of the contract/PO value 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. 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.*
- c. 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.
- 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 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

- e. 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.
- 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. No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

**16.0 Inspection of material:**

- 16.1 The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority
- 16.2 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.
- 16.3 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.
- 16.4 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel's representative if any shall be borne by RailTel, but necessary facilities to carry out test/Witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 16.5 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 complied on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from

the accepted material. First-in First-out concept shall be implemented in a foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw materials shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

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

**Inspection of Air Conditioner with Timer & Stabilizers shall be carried out as per specifications at OEM premises. Inspection charges shall be borne by the bidder.**

- 17.0 **Warranty:** The **Air Conditioner with Stabilizers and Timer** is to be warranted for Complete Machine **01 Year & 06 Months** from date of delivery or Complete Machine **01 Year** from date of Installation.
- 17.1 The supplier shall warrant that the 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.
- 17.2 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.
- 17.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 17.4 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.
- 17.5 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.
- 17.6 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 what so ever 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

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

- a) Unless otherwise specified in the tender document, the purchaser shall be entitled to increase the order quantity to full tender quantity as well as option to increase/decrease the quantity by 25% of the order quantity any time 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 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 order/ 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.

#### **19.0 TReDS Platform:**

- 19.1** RailTel is registered with mlxchange TReDS platform having buyer registration number "BUYER00001496". The URL for mlxchange platform is <https://mlxchange.com>. MSE suppliers/vendors are required to register themselves on mlxchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its

TReDS registration number (as provided by mlxchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

- 19.2 MSE 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.

## **20.0 Public Procurement Policy for Micro and Small Enterprises (MSEs):**

- (i) Government of India had enacted Micro, Small and Medium Enterprises Development (MSMED) Act in 2006. As per the powers conferred under Section 11 of the Act, Ministry of Micro, Small and Medium Enterprises (MoMSME), Government of India notified Procurement Policy for Micro and Small Enterprises, 2012 (amended 2018 and 2021). It is mandatory for the Central Government Ministries/ Departments including Public Sector Undertakings (PSUs) to follow the provisions of the policy while carrying out a procurement activity. Details of the policy along with the amendments issued in 2018, 2021 and 2022 are available on the MSME website
- (ii) Under the amended Public Procurement Policy for MSEs, Order 2012 a minimum 25 per cent share out of the total annual procurement by RailTel are to be made from MSEs. As per the Policy Order 2012, MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption.
- (iii) Out of 25% target of annual procurement from MSEs (Not in the specific tender), a sub-target of 4% of annual procurement from MSEs is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs and 3% of annual procurement from MSEs is earmarked for procurement from MSEs owned by women entrepreneur. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.
- (iv) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- (v) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. 100% payment on or not exceeding 45<sup>th</sup> day from the date of delivery of goods/ services along with inspection certificate at the nominated place/Depot in good condition by the consignee. Where the department makes any objection in writing regarding acceptance of goods or services within fifteen days from the date of the delivery of goods at the nominated place/Consignee, the 100% payment will be made on or not exceeding the 45<sup>th</sup> day from the day on which such objection is removed by the employer. If a micro or small enterprise firm has not

submitted any documentary evidence along with the tender documents to prove its status of micro or small enterprise, it would not be admissible to claim any benefit under the MSMED Act 2006 against the orders placed in the tender.

- (vi) The period agreed upon for payment must not exceed forty-five days after the supplies.  
For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the bank rate notified by the Reserve Bank.  
For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.
- (vii) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of **L1+15 (fifteen) per cent** shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to **25 (twenty-five) per cent of total tendered value**. The 25 (twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- (viii) **Within this 25 (twenty-five) per cent quantity, the sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by Women the sub-target shall be 3% out of the total 25%. Such a purchase preference is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs/MSEs owned by Women (if they participate in the tender process and match the L1 price).**
  - a. In case of proprietary MSE, proprietor(s) shall be SC /ST.
  - b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
  - c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- (ix) In case of tender item is non-splitable or non-dividable etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- (x) To develop MSE vendors so as to achieve their targets for MSEs procurement, Central Government Ministries /Departments /PSUs shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programs (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal. In order to develop vendors belonging to MSEs for Public Procurement Policy, the Ministry of MSME is regularly organizing State Level VDPs and National Level VDPs under the Procurement and Marketing Support Scheme. For enhancing participation of MSEs owned by SCs /STs/ Women in Government procurement, Central Government Ministries/ Departments/ CPSUs have to take the following steps:
  - a. Special Vendor Development programs/ Buyer-Seller Meets would be conducted by Departments/ CPSUs for SC/STs and Women.
  - b. Outreach programs will be conducted by National Small Industries Corporation (NSIC) to cover more and more MSEs from SC/STs under its schemes of consortia formation; and
  - c. NSIC would open a special window for SCs/ STs under its Single Point Registration Scheme (SPRS).
  - d. A National SC/ST hub scheme was launched in October, 2016, for providing handholding support to SC/ST entrepreneur which is being coordinated/ implemented by the NSIC under this Ministry.
- (xi) To enhance the competitiveness of Micro and Small Enterprises (MSEs) and to promote their business, Ministry of MSME has been implementing various schemes/programs. The list of schemes is as below:
  - a. Credit Linked Capital Subsidy for Technology Upgradation Scheme (CLCS-TUS)
  - b. Scheme of Fund for Regeneration of Traditional Industries (SFURTI)
  - c. Procurement and Marketing Support Scheme

- d. Incubation Scheme
- e. Marketing Assistance Scheme
- f. Financial Support to MSMEs in ZED Certification Scheme
- g. Skill Development Program
- h. International Cooperation Scheme
- i. Lean Manufacturing Competitiveness for MSMEs
- (xii) The FAQs pertaining to the procurement policy 2012 for MSE can be referred to the letter issued by Railway Board, Ministry of Railways.
- (xiii) Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- (xiv) **The Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
- (xv) The MSEs must also indicate the terminals validity date of their registration. The registration should be valid on the date of submission of bid. Firm failing to submit the information, such offers will not be liable for consideration of benefits detailed in MSE Notification of Government of India dated 23.03.2012.
- (xvi) To monitor the progress of procurement by Central Government Ministries/ Departments and CPSUs from MSEs, Ministry of MSME has launched the MSME Sambandh' Portal on 8 December, 2017 for uploading procurement details by all CPSUs on a monthly and an annual basis which is regularly monitored by the Ministry.
- (xvii) To redress the grievances of MSEs related to non-compliance of the Policy a Grievance cell named "CHAMPION Portal" has been set up in the Ministry of MSME.

## **21.0 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. 5Lakhs.

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

- (a) (i) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.  
Margin of Purchase Preference: The margin of purchase preference is 20%.
- i. 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.
- (a) **Verification of local content:**
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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.

- v. 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.

## **22.0 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:

- i. 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.
- ii. 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:
  - 1. 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.
  - 2. 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.
- iii. 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:
  - a) 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.
  - b) 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.
- iv. 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.

### **23.0 Taxes & Duties:**

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

- 23.1** Bidder shall issue 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.
- 23.2** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 23.3** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 23.4** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to 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.
- 23.5** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 23.6** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 23.7** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

### **24.0 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 purchaser 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.”

#### **25.0 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.

#### **26.0 Insurance:**

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

#### **27.0 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 eventssuch 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. AnFM 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.

## **28.0 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.

## **28.1 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 any one 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.

## **28.2 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.

## **28.3 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.

## **29.0 Settlement of Dispute:**

### **29.1 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.

### **29.2 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.

## **30.0 Other Particulars to be enclosed along with tender:**

Following details should also be enclosed along with the tender: -

- i) Performance statement of last three years for supply of same or similar items to Railways, BSNL, MTNL, Government PSU's & Telecom Service Providers. This Performance Statement is to be submitted in following format: -

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. ordered	Date of delivery in <i>th</i> <i>e</i> <i>Purchase Order</i>	Qty. supplied within schedule <i>d</i> <i>date</i> <i>o</i> <i>f</i> <i>delivery</i>	Qty. supplied during 1st extension	Qty. supplied during 2nd extension	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

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

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

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

Mr. Vachaspati Bhardwaj, Asstt. General Manager/Projects Mobile: 9717612008 E-mail ID: <a href="mailto:vachaspatibhardwaj61@railtelindia.com">vachaspatibhardwaj61@railtelindia.com</a>	Shri Dharminder Kumar, Dy. General Manager /Projects Mobile: 9729544113 E-mail ID: <a href="mailto:dharminder@railtelindia.com">dharminder@railtelindia.com</a>
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**Technical Specifications****(A) 1.5 Ton Split AC Specification:**

SN	Parameters	Particulars
1	Total tonnage of complete unit	1.5TR
2	Star rating	5 Star or better
3	AC Type	Split
4	Usage	Official
5	Compressor type	Single Phase Rotary
6	Features:	Anti-Fungal/Anti Corrosive, Copper tubes (Inner Grooved), Cross Flow, Filter (Anti Dust), Fin Hydrophilic Aluminium, LCD Remote, Lock, Reset
7	Warranty on Machine	Minimum <b>01</b> year
8	Warranty of Compressor	Life-Time
9	Continuous running time	12 hours operation for the compressor.
10	Designed Temperature	43°C outside, 27°C inside
11	Safety Control	Required
12	Protections	Required
13	Alarm Display	Required
14	Panel Display	Required
15	Timers	Required
16	Auto Start	Required
17	Sleep Mode	Required
18	Remote Control	Required
19	Dehumidification	Required
20	Outside Mountable	Mandatory
21	Motor Protection	IP 52 or better
22	Electrical data-supply with variation	Range: 180-270V Single Phase, 50 Hz (Nominal)
23	Turbo Cool	Yes
24	Cooling	Ensure quick cooling in few minutes during extreme summer conditions.
25	Sensible Heat ratio	65% or better
26	Air Flow	400 ± 10% CFM/TR
27	Indoor Unit	Indoor unit preferable of sheet metal
28	Test Certificate of OEM	Mandatory

**(B) Technical Specification of Timer (Controller Based) for 12/8 Hrs. Air Conditioners Running and Temperature Controller:**

1. Controller should be Microprocessor based system, which should control operations of multiple A/Cs.
2. 3-Digit LED/LCD Display to view Temperature.
3. Accurate temperature sensing with good quality Thermistor.
4. Separate set points for Room Temperature of A/C 1, A/C 2.
5. Room temperature with high Alarm Indication. (Above High Temp. set point)

6. High temperature set point user suitable.
7. Changeover Cycle Time in tens of minutes, user settable.
8. Password protection for parameter set points.
9. Separate potential free contacts for 'High Temperature Alarm'.
10. A/C ON Indicating by LED on Front Panel
11. AC Monitoring should be done remotely via SNMP/NONC ports.

**(C) Technical Specification for Stabilizers:**

1. Capacity: 5KVA.
2. With surge protection.
3. Input Voltage range: 130V-270V/AC.
4. With high and low voltage trip circuit.
5. Voltmeter to read input and output voltage.
6. Stabilizer shall be connected in parallel with both the AC units and shall be connected with one unit (operational) at a time using controller for scheduled ON/OFF.
7. Durable and portable.

**Schedule of Requirements**

S.N.	Description of Item	State	Unit	Qty.	Unit Basic Price (in Rs.)	Packing & Forwarding Charges (in Rs.)	Freight & Insurance Charges (in Rs.)	GST	Unit Cost CIP Destination (in Rs.)	Total cost CIP Destination (in Rs.)
1	Supply and Installation of 1.5T 5 Star Split Air Conditioners with all accessories as per specification mentioned in Annexure-I		No.	40						
2	Supply and fixing of stabilizers 5KVA with all accessories as per specification mentioned in Annexure-I		No.	40						
3	Supply and fixing of timer (controller based) for 12/8 Hr AC Running with all accessories as per specification mentioned in Annexure-I		No.	20						

**\*Above quoted rates include all types of applicable taxes.**

**PERFORMANCE GUARANTEE 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 ..... 2025

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

Witness

Signature

Name

Signature

Name

**FORM-2A**

**STANDARD FORMAT OF CERTIFICATE TO BE UPLOADED BY TENDERER  
ALONG WITH THE TENDER DOCUMENTS**

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

of (-----RailTel), 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 2 years on entire RailTel. 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 two years on entire RailTel.

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 certificate 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.

**OFFER LETTER**

RailTel Corporation of India Ltd. 6<sup>th</sup> Floor, Delhi IT Park, Shastri Park, Delhi

I/We\_\_\_\_\_have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 45 days from the date of opening and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of **“Supply and Installation of Air Conditioner with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region”** within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by Railtel.

1. I/We have submitted “Earnest Money” amounting Rs..... through DD No. ....  
dated...../online transfer UTR No..... dated

SIGNATURE OF SUPPLIER (S)

Date:

SUPPLIER (S) ADDRESS

SIGNATURE OF WITNESS:1.

2.

**Manufacturer Authorization form (MAF)**

Sr. DGM/O&M

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

RailTel Corporation of India Ltd.

6th Floor, 3rd Block,

Delhi Technology Park,

Shastri Park, Delhi – 110053.

**Sub.:** Manufacturer Authorization form (MAF) to  
for.....

M/s-----

**Ref:** Tender No. -----dated -----

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),

..... to participate in bid and  
subsequently upon award of the bid to execute the **“Supply and Installation of Air Conditioner  
with Timers & Stabilizers for different location of RAILTEL POPS in Northern Region”**  
**“through GeM Bid** of our range of products against your above said bid.

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

Thanking you,

With Best regards

**Authorized Signatory**

**Details of locations where material is to be supplied:**

<b>Split Air Conditioners, Timers &amp; Stabilizers Requirements in Northern Region</b>					
<b>S. No.</b>	<b>Territory</b>	<b>New ILA Location</b>	<b>Quantity of Items (in Nos.)</b>		
			<b>Air Conditioners 1.5T (Split)</b>	<b>Stabilizer 5KVA</b>	<b>Timer</b>
1	JP	Napasar (NPS)	2	2	1
2	JP	Siwani (SWNI)	2	2	1
3	PRYJ	BelaTal (BTX)	2	2	1
4	JP	Marwar Lohwat (MWT)	2	2	1
5	JP	Marwar Mathanya (MMY)	2	2	1
6	CDG	Samrala (SMRL)	2	2	1
7	CDG	Jagraon (JGN)	2	2	1
8	DLI	Mandawar Mahwa Road (MURD)	2	2	1
9	PRYJ	Khalispur (KSF)	2	2	1
10	DLI	Achnera (AH)	2	2	1
11	JP	Nawa (NAC)	2	2	1
12	LKO	Barabanki (BBK)	2	2	1
13	LKO	Tamkuhi Road (TOI)	2	2	1
14	LKO	Sidhwalia (SQW)	2	2	1
15	PRYJ	Dullahpur (DLR)	2	2	1
16	JP	Somesar (SOS)	2	2	1
17	LKO	Nagaria Sadat (NRS)	2	2	1
18	LKO	Anjl Shahbad (AJI)	2	2	1
19	ALD	Samohn (SHW)	2	2	1
20	PRYJ	Balrai (BAY)	2	2	1

**Note:** All the locations/stations name given above are tentative and may change. Successful Bidder may ask the final location with complete address after finalizing the tender. RailTel has the right to change location within RailTel Western Region area & firm has to supply & commission at location given by RailTel.

**Self Certification under Preference to “MAKE IN INDIA” Policy**

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

-----

-----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which 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.

Seal and Signature of Authorized Signatory

**(TO BE SIGNED BY BIDDER)**

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter**

To,

**PED/NR  
RailTel Corporation of India Ltd.  
Northern Region  
6<sup>th</sup> Floor, Block-III, Delhi IT Park,  
Shastri Park, Delhi-110053**

**Dated:**

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No.**

**Dt .....2024**

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

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chap No.	Existing Clause Tender	Proposed Clause	Remarks, if any

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete.

We confirm that there is no requirement of any other hardware and software to fulfil requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)



**Annexure – X**

**FORMAT FOR BID SECURITY DECLARATION TO BE SUBMITTED/  
UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(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 MSE bidders as per Govt. of India guidelines issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) submitting Earnest Money Deposit :-

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**

SN	Have you submitted the following documents?	Submitted/Complied or not	Page No/ ref no. of offer
1	Proof of payment of EMD as per Clause-7© of ITB. MSE & Start-up are exempted for submission of EMD subject to submission of <b>Bid security declaration in Annexure-X on non-judicial stamp paper of Rs. 100/-as per Annexure-X on GeM portal failing which bid shall be summarily rejected.</b>		
2	Power of Attorney as per Clause-12(a) viii of ITB		
3	Downloaded tender document, digitally signed.		
4	Offer letter.		
5	Standard format of Certificate as per Annexure-IV.		
6	Documents required as per eligibility criteria as per Clause-8 of ITB.		
7	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause-8.4 & 15 of ITB.		
8	Technical Compliance of all Specification of <b>1.5T 5 Star Split Air Conditioner with Timers &amp; Stabilizers</b> , GeM Bid and ATC documents.		
9	Deviation Statement, if any, (Specification of <b>1.5T 5 Star Split Air Conditioner with Timers &amp; Stabilizers</b> , GeM Bid and ATC documents).		
10	Cost breakup of price indicating Basic rate, GSTetc.		
11	Orders in hand.		
12	All documents attached/uploaded online should be duly signed by the authorized signatory.		

## **Annexure-XII**

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

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

**Certificate to be given by the Tenderer:**

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

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

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

\*\*\*\*\*END\*\*\*\*\*