

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder (ITB) for the "Procurement of 24F OFC as per SOR and Technical Specification".

GeM Bid No: GEM/2025/B/6091924

Date: 27-03-2025.

- 1) The item/items in this tender should be quoted as per the Technical Specifications (Annexure-I).
- 2) The item 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 OFC offered in Annexure-I, failing which the bids may be rejected.
- 3) The bidder should be either OEM or his authorized dealer/distributor/partner.
 - i) In case of the authorized dealer/distributor/partner MAF (Form-III) from the OEM to this effect should be submitted.
 - ii) If OEM is quoting, then OEM should submit the self-certificate as OEM.
 - iii) All bidders should fulfil all Technical & Financial Eligibility criteria.

Procurement from Manufacturers Authorized agents / Distributors:

Only Manufacturers or their authorized Agents/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored. Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect.

- a) Direct dispatch from the premises of the manufacturer to the consignee.
- b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.
- 4) GST registration certificate of vendor should be provided from where goods will be supplied.
- 5) Tender Document Fee: NIL.
- 6) **Estimated cost of tender & Earnest Money Deposit (EMD):**

6.1 Estimated cost of tender: Estimated cost of the Tender is **Rs. 1,63,18,307/-** (Incl. GST).

6.2 Earnest Money Deposit (EMD):

Rs. 3,26,400/- through payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. **33946516594**, IFSC Code SBIN0020299, Bank Name: State Bank of India, Branch address: Veer Chambers, Ranga Reddy District, Begumpet – 500016. The Bid received without EMD will be summarily rejected.

EMD/Bid security to be submitted by all tenderers, subject to the following exemptions:

- a) Tender cases of value up to Rs. 5 Lakhs.
- b) Micro and Small Enterprises (MSEs) registered under UDYAM Registration.
- c) Startups recognized by Department of Promotion of Industry and Internal Trade (DPIIT).
- d) And as per GeM GTC latest version.

Note 1: In case the tenderer falls in these categories, the bidder SHOULD furnish a certified copy of its valid registration details and Bid Security Declaration (as per Annexure-V)

Note 2: Firms registered with UDYAM certification for the tendered item / work or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Firms claiming for the above exemptions under UDYAM certification or Startup have to submit supporting documents AND Bid Security Declaration.

UDYAM Certificate with category as Traders are not eligible for EMD exemption and such offers are summarily rejected

- 7) 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) Eligibility/Evaluation/Qualification Criteria:

8.1 The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have a valid RDSO approval certificate for 24 Fibre Armoured Optical Fibre Cable as per RDSO specs No. IRS: TC-55/2006 (Rev.1) with Amendment 3.0 or latest with fiber as per ITU G652D specs on the day of opening of tender, name of the bidder / OEM shall reflect in approved list of the firms for this item on IREPS portal. (Scanned copy is mandatory to be uploaded on GeM portal).

8.2 RDSO approval should be submitted with the online offer/Firm's name should appear in UVAM module of IREPS for the item being procured as on date of tender opening.

8.3 Technical Eligibility Criteria:

The bidder / OEM (themselves or through reseller(s)) having valid authorization of OEM) should have executed project 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% (i.e., Rs. 57,11,408/-)** of estimated bid value; or
- ii) Two Orders of at least **20% (i.e., Rs. 32,63,661/-)** each of estimated bid value; or
- iii) Three Orders of at least **15% (i.e., Rs. 24,47,746/-)** 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.

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 24F/48F/96F ADSS/Armoured/Metal Free OFC in any Government/State Government/PSU/Reputed Telco.

8.4 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% (i.e., Rs.2,44,77,461/-)** 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).

8.5 (a) The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.

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

(c) Bidder should have authorization specific to this tender from respective OEM as per Annexure-VIII of ITB.

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, freight, loading, unloading etc.

9) Validity of offer:

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

10) Issue of Purchase Order:

10.1 Prior to the expiry of the period of bid validity, **GeM Contract/LoA/PO will be issued to the successful bidder.** 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.** In the same communication, the successful tenderer will be instructed to furnish the required performance security within 30 days of issue of PO after finalization of tender. **All delivery will be counted from the date of GEM Contract.**

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

11) Payment Conditions: -

90% of the value of the part supply of the equipment/material on receipt by the consignee at site duly inspected and accompanied with the following documents and any other documents mentioned in the contract:-

- i) Invoice
- ii) Delivery Challan
- iii) contractor certificate of dispatch
- iv) Inspection certificate
- v) Consignee receipt
- vi) Warranty guarantee certificate of OEM
- vii) Insurance certificate
- viii) Undertaking against Fall Clause
- ix) OEM certificate that material supplied is as per specification/the quantity material supplied is as per SOR.

Balance **10%** value of supply on receipt and acceptance of full PO quantity at site by consignee.

OR

100% payment may be made on receipt of documents stated above in accordance with the accepted conditions provided that an additional Bank Guarantee for an amount equivalent to 10% of the value of the supplied valid for a period of six months is furnished by the supplier with the undertaking that the stores supplied shall be free from damages/shortages. In those cases, where such damages/shortages are intimated to the supplier in writing, the bank guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The bank guarantee will be released only after the cases are settled in accordance with the provisions of document.

Bill passing and bill paying unit for the supplies under SOR is respective Regional Office.

12) (a) Online Submission:

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

- i) EMD.
- ii) Clause wise compliance of all the clauses of GeM Bid and ATC documents.
- iii) No deviation statements.
- iv) Eligibility Criteria documents.
- v) Technical Compliance of Technical Specification.
- vi) RDSO approval certificate & Firm's/OEM's name should appear on RDSO 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:** Notarized Power of Attorney in name of authorized signatory
Note: 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.
- ix) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on 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 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.
- x) Bidder should have authorization specific to this tender from respective OEM as per Annexure-VIII of ITB.
- xi) A certificate on their letterheads as per clause 21 of ITB (Annexure-IX) shall be submitted by the bidder.

- xii) The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.
- xiii) Certificate of Local Content as per Annexure-VII of ITB.

(b) Offline Submission:

The bidder is required to submit the following documents offline to Mgr/Procurement, RailTel Corporation of India Ltd., 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Stop, Begumpet – 500016 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender name and the tender number).

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per Annexure-IV on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.
- c. Bid Security Declaration (if applicable) as per Annexure-V

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

13) Delivery period: 45 days from the date of issue of GeM Contract/PO.

- (i) **Quantum of LD:** If the supplier fails to deliver the stores or any instalment 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.

14) Security Deposit/Performance Security:

The successful tenderer is required to submit a Performance Security within **30 days** of the issue of LOA/Purchase order for a total value of **10% of the value of issued LOA/PO**, failing which a penal interest of **15% per annum** shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This performance security should cover warranty period plus three months (21 Months).

All performance security up to Rs. 5 Lakhs will be accepted only through Bank transfer.

In case, performance security is in the form of Bank Guarantee, it shall be issued by a scheduled commercial bank (either private or PSU) but not from any co-operative Bank or NBFC, in the prescribed format at Annexure-III.

As per RBI Guidelines, Bank Guarantee above Rs. 50,000/- should be signed by two bank officials.

The minimum gap between BG expiry date and BG claim date should be 12 months.

If required, Bank Guarantee to be extended at least 90 days before its expiry; failure to do so will result in the encashment of the BG.

BG issuing bank must be SFMS enabled. Under SFMS system, a separate advice of the BG (via SFMS IFN 760COV) to be sent to the advising bank (RailTel) through SFMS by the issuing Bank (Applicant). Similar process to be followed for bank guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the advising bank (RailTel).

BG advising message – IFN 760COV/ IFN 767COV via SFMS

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of Union Bank to be used (UBIN0805050).
- Mention the unique reference (RAILTEL6103) in field 7037

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at concerned region. This PBG would be released after satisfactory completion of contract including warranty period.

No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

RailTel Bank Details for Performance Guarantee:

Name:	RailTel Corporation of India Limited
Account No:	327301010373007,
IFSC Code:	UBIN0805050,
Bank Name:	Union Bank of India,
Branch address:	Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near ParkLane Center Secunderabad - 500003

15) Inspection of material:

Pre-dispatch inspection by RailTel or as advised by RailTel Executive for 3rd party inspection like RDSO/RITES.

- I. The supplier/manufacturer shall send inspection call letter when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
- II. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- III. 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 born by manufacturer's / supplier's account/cost.
- IV. Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority/RailTel at the firm's premises/Govt. approved Test labs. 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.
- V. The Inspection shall be carried out by nominated officials as per the specifications at OEM premises. The supplier shall make available for inspection all types of equipment's in sufficient number so as to create test set up for carrying out various tests as per the approved test plan and test set up. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection 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.
- VI. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- VII. 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.
- VIII. RailTel reserves the right to cancel pre dispatch inspection and opt for consignee inspection after receipt of material.

16) Warranty: : The OFC is to be warranted for **18 months** from the date of date of receipt and acceptance of material by consignee.

16.1The 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 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.

17) Variation of Quantities:

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

RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

18) TReDS Platform:

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19) Make in India:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Bidder should submit Self Certification under preference to "MAKE IN INDIA" Policy as Annexure-VII.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

In cases of procurement for a value excess of Rs. 10 crores, the 'Class-I local supplier/Class-II 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.

20) Taxes & Duties:

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

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

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

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

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

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

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

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

and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

21) 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. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. **A certificate on their letterheads as per Annexure-IX shall be submitted by all the bidders regarding their compliance with this order.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

22) Insurance:

22.1 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.

22.2 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.

23) Force Majeure:

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

24) Settlement of Dispute:

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 Chairman & Managing Director, RailTel Corporation of India Limited.

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.

25) 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	Name of the Purchaser	Qty. Ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. Supplied during 1 st extension	Qty. Supplied during 2 nd extension	Qty. Supplied during 3 rd 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.

- 26)** Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Tender document, and Corrigendum if any.

- 27) Technical Clarification:** KATARI RAJASEKHAR – DGM/POM/SC&BZA
krajasekhar@railtelindia.com

K. Manikantan, Mgr/Proc/SR
manikantank@railtelindia.com

- 28) Bill Passing & Paying Authority:** Bill passing Authority is respective Territory Managers (TM) and bill paying Authority Sr.DGM/Fin/SR.

Bills to be submitted to respective Territory Managers (TM) for processing.

Secunderabad (SC) - Bill passing authority is GM/TM/SC&BZA and BZA and bill paying authority is Sr. DGM/Fin/SC.

Andhra Pradesh (BZA) - Bill passing authority is GM/TM/SC&BZA and BZA and bill paying authority is Sr. DGM/Fin/SC.

- 29) DENIAL CLAUSE** - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

- 30) Acceptance of the Offers:** The RailTel is not bound to accept the lowest or any offer and reserve to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

- 31) Quantity to be ordered:**

As per SOR. However, RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

- 32) Terms of Delivery:**

- Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- Tenderer shall submit the offer clearly on CIP destination basis.
- Transit Insurance for risk in transit should be arranged by the supplier since risk in transport in all such cases rests with the supplier.

33) Delivery Schedule

- a) The tenderer should note the required delivery schedule of RailTel given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted will be taken as commercially unresponsive to RailTel's requirement.
- b) Time for and the Date of delivery as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- c) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price 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 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.

34) Marking of Material Supplied:

The tenderer should agree to indicate the Buyer Company Name, Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

35) Purchaser's right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

TECHNICAL SPECIFICATIONS**1. Specification of 24 F OFC Armoured :**

- i. OFC should conform to RDSO specification No. IRS: TC-55/2006 (Rev.1) with amendment 1.1 or latest for 24F Armoured OFC.
- ii. Fiber should be as per ITU specs G 652D (03/03 or latest).

Note:

- 1) The specification No. IRS TC 55-2006 (Rev.1) and RDSO/SPN/TC/110/2020 & IRS: TC-55/2006 (Rev.1) may be downloaded from <https://rdso.indianrailways.gov.in>
- 2) OEM should have valid RDSO approval certificate for OFC.

Annexure-II**SCHEDULE OF REQUIREMENTS (SOR):**

SN	Item Description	Qty (KM)	Unit Rate (Incl. of freight, insurance, loading & unloading in Rs)	GST @ 18% (in Rs)	All Inclusive Rate (AIR)	Total Amount (AIR * Qty) in Rs.
1	Supply of 24 Optical Fiber Cable (armoured) as per RDSO Specs IRSTC-55/2006 (Rev.1) with amendment 1.1or latest with G 652D fiber for Railtel OFC network	266				
Total (All Inclusive)						

Consignee Locations:

SN	PoP name/ Consignee Location	State	24F OFC (in Kms)	Consignee Details (Ship to Address)	Field Engineer Contact Details	Section Manager Contact Details
1	Shadnagar	Telangana	12	Railtel corporation of India Ltd, Shadnagar Railway Station, Shadnagar, Ranga Reddy District, Telangana- 509216	Hruthik Varma Mob: 8374205929	Chinnabbaiah Peeru Mob : 9704660641
2	Kamareddy	Telangana	9	Railtel corporation of India Ltd, Kamareddy Railway Station, Kamareddy, Kamareddy District, Telangana - 503111	Hruthik Varma Mob: 8374205929	Chinnabbaiah Peeru Mob : 9704660641
3	Gadwal	Telangana	9	Railtel corporation of India Ltd, Gadwal Railway Station, Gadwal, Jogulamba Gadwal District, Telangana- 509125	Soma Sekhar Mob: 9398395913	Chinnabbaiah Peeru Mob : 9704660641
4	Nizamabad	Telangana	12	Railtel corporation of India Ltd, Nizamabad Railway Station, Nizamabad, Nizamabad District, Telangana - 503001	Ramakrishna Mob: 9676684747	Chinnabbaiah Peeru Mob : 9704660641
5	Aurangabad	Maharastra	12	Railtel corporation of india office, behind PF.NO 05 Railway station, Beside Telecom office Chatrapati Sambhaji Nagar, Aurangabad- 431001	Kapil Patil Mob: 8830167633	R.Siva Kumar Mob: 9391004336
6	Jalna	Maharastra	9	Railtel corporation of india Ltd, behind PF.NO 04 Railway station, Beside railway hospital, Jalna , Nanded-431203	Sanchit Kulkarni Mob: 7620271261	R.Siva Kumar Mob: 9391004336
7	Nanded	Maharastra	12	RailTel Corporation of India Ltd, Near the SSE/Electrical office, Besides Platform no. 4, Nanded Railway Station, Nanded - 431602	Shubham Sanghai Mob: 9561786596	R.Siva Kumar Mob: 9391004336
8	Hingoli	Maharastra	9	Railtel corporation of India Ltd, Hingoli Railway Station, Hingoli, Hingoli District, Hingoli- 431513	Sonu Sontakke Mob: 9529261364	R.Siva Kumar Mob: 9391004336
9	Satuna	Maharastra	9	RailTel Corporation of India Ltd, Near station master office, PF NO 1 Railway station, Satuna , District: Jalna ,Nanded - 431502	Majid Mob: 9730078250	R.Siva Kumar Mob: 9391004336
10	Kinwat	Maharastra	9	RailTel Corporation of India Limited, platform no:-1, Kinwat Railway Station, Kinwat - 431804	Dhananjay B Mamidwar Mob: 7447676731	R.Siva Kumar Mob: 9391004336
11	Parli	Maharastra	6	Railtel corporation of India Ltd, Parli vajjnath, Parli vajjnath Railway station, Beed District, Maharastra - 431515.	Aswini Samrat Mob: 7250095472	Amarsingh.P Mob: 7032716112
12	Udgir	Maharastra	9	Railtel corporation of India Ltd, Udgir Railway station, Udgir, Latur District, Maharastra -413517	Ram Murthy Mob: 9640000357	Amarsingh.P Mob: 7032716112

SN	PoP name/ Consignee Location	State	24F OFC (in Kms)	Consignee Details (Ship to Address)	Field Engineer Contact Details	Section Manager Contact Details
13	Vikarabad	Telangana	12	Railtel corporation of India Ltd, Vikarabad Railway Station, Vikarabad, Vikarabad District, Telangana-501101	Ram Murthy Mob: 9640000357	Amarsingh.P Mob: 7032716112
14	Secunderabad	Telangana	15	Railtel corporation of India Ltd,plot No 6/4, Rd No 11, IDA Nacharam, Hyderabad , Telangana - 500076	Narender Mob: 9059785572	Shiva Chaitanya Mob: 9100970642
15	Kazipet	Telangana	18	Railtel corporation of India Ltd, Khazipet Railway Station, Kazipet, Warangal District, Telangana-506003	Rasheed Mob: 8008341399	Rambabu Mob : 9701385925
16	Ramagundam	Telangana	12	Railtel corporation of India Ltd, Ramagundam Railway Station, Ramagundam, Peddapalli District, Telangana- 505208	Masood Ali Mohd Mob: 7799123866	Rambabu Mob : 9701385925
17	Sirpur Kagaznagar	Telangana	12	Railtel corporation of India Ltd, Sirpur Kagaznagar (beside VF Reapter) Railway Station, Sirpur Kagaznagar, Kumaram Bheem Asifabad District, Telangana- 504296	Masood Ali Mohd Mob: 7799123866	Rambabu Mob : 9701385925
18	Dornakal	Telangana	12	RAILTEL CORPORATION OF INDIA LTD, near JE/TELECOM office Opposite booking office Dornakal railway station village: dornakal mandal: Garla Dist: Mahabubabad Telangana -506381	Abhilash Mob: 9730071039	Rambabu Mob : 9701385925
19	Khammam	Telangana	9	Railtel corporation of India Ltd, Railtel telecom center, 1st platform near railway quarters, Khammam Railway Station, Telangan District, Telangana- 507001	Ashok Mob: 7842222336	Rambabu Mob : 9701385925
20	VISHAKAPATNAM	Andhra Pradesh	12	Railtel corporation of India Ltd, DRM OFFICE COMPOUND, DONDAPARTHY JN, VISAKHAPATNAM -530004	V Venkateswara rao 9494535100	KSL Apparao 9701729933
21	RAJAMUNDY	Andhra Pradesh	9	Railway microwave building. Opposit : railway hospital Rajahmundry railway station Pin no:543101	satyam 9700607199	KSL Apparao 9701729933
22	VIJAYAWADA	Andhra Pradesh	14	Railtel corporation of India Ltd, 3rd floor, RALTEL OFFICE, DRM Office Compound, VIJAYAWADA Railway Station, VIJAYAWADA- 520001	Purushotham 8985946489	VENU VISHWANATH 9391083781
23	GUNTAKAL	Andhra Pradesh	9	RailTel corporation of India Ltd, Beside Railway Exchange, DRM Compund, Guntakal, Ananthapur District, Andhra pradesh -515801.	Rishi ph :8125721207	MD IRFAN 81257212207
24	RENIGUNTA	Andhra Pradesh	9	RailTel corporation of India Ltd, railway microwave , Near railway hospital , Near Renigunta railway station PIN 517520	Joseph phone : 9573716600	K.SESHAGIRI RAO 9866247958
25	MIRYALAGUDA	Andhra Pradesh	6	RailTel corporation of India Ltd, Miryalguda Railway station, Miryalguda , Nalgonda District, Telangana -508207.	Srinivas reddy ph : 809687476	VENU VISHWANATH 9391083781

Annexure-III

Guarantee Bond for Performance Guarantee
(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, Registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and regional office at RailTel Corporation of India Ltd, 6A, 6th Floor, Gumidelli Towers, Begumpet, Hyderabad-50016 (hereinafter called "the RailTel") having agreed to exempt _____ **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No _____ Dated _____ **[LOA/PO Contract Date]** made between _____ and RailTel Corporation of India Limited, for _____ **[Name of Work/Supply of Materials]** (hereinafter called "the said Agreement") of **Performance Guarantee** for the due fulfilment by the said contractor's) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs _____/- (Rs. _____ Only). We, _____ **(Indicate the name of the Bank and address)** hereinafter referred to as "the Bank") at the request of. M/s _____ Contractor(s) do hereby undertake to pay RailTel an amount not exceeding Rs. _____ Against any loss or damage caused to or suffered or would be caused to or suffered by RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, _____ Bank (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said.

Agreement or by reason of the Contractor(s) failure to fulfil the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ Bank (indicate the name of the Bank and address) 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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We, _____ Bank (indicate the name of the Bank and address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the _____ We shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ **(indicate the name of the Bank and address)** further agree with the **RailTel** that the **RailTel** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the **RailTel** against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of **RailTel** or any indulgence by the **RailTel** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, _____ **(indicate the name of Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **RailTel** in writing.

8. Notwithstanding anything contained herein,

1. Our liability under the Bank guarantee shall not exceed Rs. _____ (In Rupees)
2. This Bank Guarantee shall be valid up to _____ and
3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before.
_____ (Date of expiry of guarantee).

Dated the day of _____.

(Indicate the name of the Bank) Witness:

1. Signature Name
2. Signature Name

Annexure-IV**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS**

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer)

I _____ (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender conditions from RailTel website www.railtelindia.com/ www.gem.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender conditions. In case of any discrepancy noticed at any stage i.e., evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. 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.
5. **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.**
6. **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.**
7. 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 BID SECURITY DECLARATION besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be **summarily rejected**.
8. 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 BID SECURITY DECLARATION/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER VERIFICATION

I/we above named tender 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:

Date:

**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.

Annexure-V

Note: Bidders exempted from submission of EMD are required to submit this form.

Bid Security Declaration

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

Whereas, I/We____(Name of Agency) has submitted bid for____(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

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

- 1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;
Or
- 2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;
Or
- 3) If I/We furnish any incorrect or false statement / information/ document;
Or
- 4) If I/We hide any relevant information or do not disclose any material facts 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 for a 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 _____

Annexure-VI**Checklist**

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.		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-12(a)_viii of ITB.		
3	Signed Copy of Tender Document/ Corrigenda		
4	Valid RDSO Approval Certificate as per RDSO Specification number for the material as per Technical Specification IRS: TC-55/2006 (Rev.1) with amendment 3.0 or latest for 24F Armoured Fibre should be as per ITU specs G 652D.		
5	Documents required as per eligibility criteria as per Clause-8 of ITB.		
6	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause-8.4 of ITB.		
7	Compliance of all Specification of RDSO Specification number for the material as per Technical Specification IRS: TC-55/2006 (Rev.1) with amendment 3.0 or latest for 24F Armoured Fibre, GeM Bid and ATC documents.		
8	Deviation Statement, if any, (Specification of RDSO Specification number for the material as per Technical Specification IRS: TC-55/2006 (Rev.1) with amendment 3.0 or latest for 24F Armoured Fibre, GeM Bid and ATC documents).		
9	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted		
10	A certificate on their letterheads as per clause 21 of ITB (Annexure-IX) shall be submitted by the bidder		
11	Bidder should have authorization specific to this tender from respective OEM as per Annexure-VIII of ITB		
12	Certificate of Local Content as per Annexure-VII of ITB.		
13	Cost breakup of price indicating Basic rate, GST etc.		

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 (55%) as defined in above orders for the material against Tender No.....

Local Content of SOR item :.....%

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 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.

Annexure-VIIIManufacturer Authorization form (MAF)

ED/SR,

Dated: _____

RailTel Corporation of India Ltd.

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

Ref: Tender No. _____.

Dear Sir,

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

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

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

Thanking you,

Best regards,

Authorized Signatory

CERTIFICATE FOR LAND BORDER SHARING

1. 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)].
2. "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.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. 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.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

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

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

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

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks
		(Including justification)

(2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks
		(Including justification)

Signature and Seal of the Tenderer

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Bidder Organization data Sheet

1	Name of the Organization	
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	
