

**Information to Bidders : RailTel's Bid Specific Additional Terms & Conditions (ATC)****GEM Bid No. GEM/2025/B/6575879,****Dt. 21.08.2025**

**Information to Bidder for the “Supply of 24 Fibre Optical Fibre Cable (armoured) as per RDSO Specs. IRS-TC-55/2006 (Rev.1) with Amendment 3 or Latest with G 652D Fibre for RailTel Corporation of India Ltd., Eastern Region”**

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| TReDS feature available | Yes, on m1xchange portal<br>(url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> ) |
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**This procurement is exclusively from SC/ST MSEs and Women MSEs.**

1. The item/ in this bid should be quoted as per the technical specification of 24 Fibre Optical Fibre Cable (armoured) as per RDSO Specification IRS-TC-55/2006 (Rev.1) with Amendment 3.0 or latest.
2. OFC offered shall have complete data sheets and detailed description on OEM websites. 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. Bidder shall submit the detailed BOM of the OFC offered duly verified and certified by respective OEM.
4. GST registration certificate of vendor should be provided from where goods will be supplied.
5. Tender Document cost : Nil
6. **Estimated Cost : Rs. 92,61,525.00 (Incl. GST)**
7. **Earnest Money Deposit (EMD):**  
Earnest Money Deposit (EMD): Earnest Money Deposit (EMD): **Rs. 1,86,000.00** with Payment online through RTGS/internet banking as given below:

Account Number: 401601010519491

IFSC Code: UBIN0540161

Bank &amp; Branch Name: Union Bank of India, Chowringhee Road Branch

Account Holder Name : RailTel Corporation of India Ltd.

EMD can also be submitted in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of “RailTel Corporation of India Ltd.” payable at Kolkata.

The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).

- (i) Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.

- (ii) The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA and submission of PBG against LOA.

Proof of payment shall be submitted online on GeM portal and if EMD is submitting in the form of Demand Draft/Pay Order/Banker's Cheque, the original should reach at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 within 7(seven) days from opening of GeM Bid.

**The Bid received without EMD/ documentary proof of exemption of EMD as per GeM Terms & Conditions will be summarily rejected.**

- 7.2.1 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount. However, in lieu of EMD, MSE bidders/ Startups must furnish Bid Security Declaration (BSD) as per 'Annexure-VIII'.
- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. Under MSE category, only manufacturers for goods and Service (Primary Product/Service – in case of bunch bid with total value of evaluation) are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 7.2.5 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- 7.2.6 The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.
- 7.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

## **8. Eligibility/Evaluation/Qualification Criteria:**

**This procurement is being made exclusively from SC/ST MSEs and Women MSEs.**

- 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 firm 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 /OEM's name should appear in UVAM module of IREPS for the item being procured.

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 25% of estimated bid value; or
- (ii) Two Orders of at least 15% each of estimated bid value; or
- (iii) Three Orders of at least 10% 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 PLB HDPE Duct for Telecom use, Under ground Optical Fibre Cable, Pipe, underground copper cable.

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 **50%** 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) 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 etc.

**9.0 Validity of offer:**

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

**10. Issue of Purchase Order**

Prior to the expiry of the period of bid validity, PO shall 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 is to 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 PO.

**11. Payment Conditions: -**

11.1 100% payment on full supply against the ordered quantity on receipt by the consignee at site duly inspected and accompanied with the following valid documents:

- a. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc.
- b. Delivery Challan
- c. E-way Bill
- d. Original Consignee receipt for receipt of goods in good condition.
- e. Original Inspection Certificate
- f. Warranty Certificate from OFC manufacturer (OEM)
- g. Proof of PBG/SD submission
- h. Insurance certificate for Transit period
- i. Packing list
- j. Railway/Transporter's Receipt/Consignee Note

Payment will only be released once GSTR-1 and GST-3B is filled by the partner for claimed Invoice.

11.2 Bill Passing Authority: Sr. DGM/O&M/Ranchi, Bill Paying Authority: Finance Head of RailTel/ Eastern Region

**12. (a) Online Submissions:**

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

- i. Not applicable
- ii. Clause wise compliance of all the clauses of GeM Bid and ATC documents.
- iii. No deviation statement.
- iv. Eligibility Criteria documents.
- v. Technical Compliance of technical Specification
- vi. RDSO approval certificate/OEM's name should appear in 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: 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 the e-Tender and **Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender.**

**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](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 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 Sr. DGM/O&M, RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 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.

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

**13. Delivery period: 120 days from the date of issue of PO.**

**(i) Quantum of LD:**

If the supplier fails to deliver the stores 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 Guarantee:**

The successful tenderer shall submit Performance Guarantee/ security deposit in the form of online transfer or FDR/ irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC for due fulfillment of contract as per the details given below:

- i. The successful tenderer shall submit Performance Guarantee/Security in the form of online transfer or FDR/ irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC, safeguarding the purchaser's interest in all respects.
- ii. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order including GST, round off to the nearest higher Rs.1000/-. Performance Security is to be furnished by a specified date (30 (thirty) days after notification of the award] and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period. PBG format specified in Annexure-IV.
- iii. Successful tenderer is required to furnish security deposit within 30 days of issue of 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. If Performance Guarantee is not submitted by the successful bidder within 60 days from the date issue of GeM Contract, RailTel may terminate the contract.
- iv. Security deposit/PBG shall be submitted to concerned Eastern Regional office.
- v. In case of Bank Guarantee: 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. The details of SFMS are as:

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

- vi. 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.

**Note:**

- 1) Any performance guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. The PG Amount of up to Rs. 5 Lakhs will not be accepted in any other form.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 2) In case of submission of Performance Guarantee in form of FDR (More than 5 Lakhs), then lien should be created in favor of "RailTel Corporation of India Ltd.".
- 3) No interest shall be paid on the amount of Performance Security held by RailTel, at any stage

**15 Inspection of material:**

- 15.1 The supplier/manufacturer will send inspection call letter to RailTel Eastern Regional office 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 Authorised representative of RailTel Eastern Region.
- 15.2 In case material/equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 15.3 Inspection of the material including that of raw material if deemed required shall be conducted by representative authorized by RailTel at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

- 15.4 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 15.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied 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 foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 15.6 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

**Inspection of OFC shall be carried out as per RDSO specs at OEM premises.**

16. **Warranty :** The OFC cable is to be warranted for a period of 18 months from the date of delivery.
- 16.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 16.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above mentioned period, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 16.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 16.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards



for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

- 16.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 18 months after their delivery, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 16.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the **Purchaser** in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' shall apply.

The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise

#### **17. Variation of Quantities: Option Clause :**

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

#### **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 55% for purchase preference as per the Notification No. 18-10/2017-IP dated 29<sup>th</sup> 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.

**20. Taxes & Duties:**

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.
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.
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.
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.

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.
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).
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.
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:**

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.
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 nonperformance 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 Disputes:**

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 of item | Name of the Purchaser | Order ed Qty. | Date of delivery in the Purchase Order | Qty. supplied within scheduled date of delivery | Qty. supplied during 1 <sup>st</sup> extension | Qty. supplied during 2 <sup>nd</sup> extension | Qty. supplied during 3 <sup>rd</sup> 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.** In case, if there is any contradiction between GeM Terms & Conditions (GeM GTC & SLA) and RailTel's Bid Specific Additional Terms & Conditions (Given in ATC); RailTel's Bid Specific Additional Terms & Conditions (Given in ATC) shall prevail.

**Annexure-I**

**Technical Specifications**

1. The specification of OFC should conform to RDSO specs for Optical Fibre Cable IRS: TC-55/2006 (Rev.1) with amendment 3.0 or latest for 24F Armoured Optical Fibre Cable but the make of Fibre should be as per ITU specs G 652D.
2. The OEM should have valid RDSO approval certificate against RDSO Specification No. IRS: TC-55/2006 (Rev.1) with amendment 3.0 or latest amendment on date of opening or earlier for 24 fibres Armoured Optical Fibre Cable.

**Annexure-II****Schedule of Requirement:**

| SOR   | Description of item                                                                                                                                   | Unit | Qty. | Unit cost CIP Destination (including Basic Price, Packing & Forwarding Charges, Freight & Insurance charges) (Rs.) | Total Cost CIP Destination (Rs.) |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|--------------------------------------------------------------------------------------------------------------------|----------------------------------|
| SOR-1 | 24F Optical Fibre Cable (armoured) as per RDSO specs No IRS: TC-55-2006 (Rev.1) with amendment 3 or latest with G 652D Fibre for RailTel OFC Network. | Km.  | 175  |                                                                                                                    |                                  |

**bidder shall quote Unit price (inclusive of all Taxes, Freight, Insurance etc.) in GeM portal only.**

Supplies of OFC will be required at following locations

**Consignee wise Qty. distribution:**

| Location       | Territory      | Qty to be supplied | Consignee Address                                                                                                                                                                       | Name and Contact Number           |
|----------------|----------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Bhubaneswar    | Bhubaneswar    | 29.50 Km.          | Sr. Manager/O&M<br>RailTel Corporation of India Limited, 1st Floor,<br>Annex Building, B- Block, Rail Vihar,<br>Chandrashekharpur, Bhubaneswar, Khordha, Odisha,<br>751023.             | Sh. Bandaru Manohar<br>7085059032 |
| Guwahati       | Guwahati       | 45.00 Km.          | Sr. Manager/Stores,<br>RailTel Corporation of India Limited<br>3rd & 4th floor Ramanand Tower<br>Federal Bank Building<br>Opposite Hotel Nandan<br>Paltan bazar 781008 Guwahati (Assam) | Sh. Abhijit Sarkar<br>7086022990  |
| Kolkata        | Kolkata        | 26.50 Km.          | Asstt.GM/Tech/Store,<br>RailTel Corporation of India Ltd.,<br>C/o. Central Warehousing Corporation, Kishori<br>Mohan Banerjee Avenue, Panihati, Dhankal,<br>Kolkata – 700114            | Shri Surajit Roy<br>9007044137    |
| New Jalpaiguri | New Jalpaiguri | 19.50 Km.          | AGM/NJP<br>RailTel, Telecom Complex, Beside Siliguri<br>Junction, RPF Thana, P.O.-Pradhanagar, Dist:<br>Darjeeling, West Bengal 734013                                                  | Sh. Dorjee Serpa<br>9002044168    |
| Patna          | Patna          | 31.50 Km.          | Sr. DGM/TM/Patna<br>RailTel Corporation of India Ltd<br>2nd Floor, Telecom Hub,<br>Karbigahiya end of Patna Junction<br>Near RRI Building, Patna<br>Bihar-800001                        | Sh. Arbind Kumar<br>9777444111    |
| Ranchi         | Ranchi         | 23.00 Km.          | AGM/RNC<br>RailTel Corporation of India Ltd.<br>Opposite Ranchi Railway Station Chutia Ranchi,<br>Jharkhand 834001                                                                      | Sh. Ravi Bhushan<br>9771444117    |

**Annexure - III****PERFORMANCE GURANTEE BOND FOR SECURITY DEPOSIT**

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

1. In consideration of the RailTel Corporation of India Limited, Eastern Region, 19<sup>th</sup> Floor, Aurora Waterfront, Building,, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (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.
2. We, ..... Bank and our local branch at Kolkata (indicate detail address of the local Kolkata Branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount 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.
3. 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.
4. 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.



5. 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 affect of so relieving us.

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

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

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

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

I..... (Name and designation)\*\* appointed as the attorney/ authorized signatory of the tenderer (including its constituents),

M/s. \_\_\_\_\_ (Herein after called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_

as per the tender No. \_\_\_\_\_ of (RailTel Corporation of India Ltd./Eastern Region), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
- (vi) I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)\*\* and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the

contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

**Annexure-V**

*Note: Bidders exempted from submission of bid security are required to submit this form.*

**Bid Security Declaration**  
(on Company Letter-head)

Bidder's Name \_\_\_\_\_  
[Address and Contact Details]

To  
Principal Executive Director,  
RailTel Corporation of India Ltd.,  
(Complete Address).

Ref: Tender No. GEM/2025/B/6575879, Dt. 21.08.2025

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security (EMD).

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd. for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b. Fail or refuse to sign the contract.

**We know that this bid-Security Declaration shall expire if the contract is not awarded to us, upon:**

- 3) receipt by us of your notification
  - a. of cancellation of the entire tender process or rejection of all bids or
  - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorised Representative of the Firm)

Name of the Authorised Representative:  
Name of the Firm :  
Date :

**Annexure-VI**

| S. No. | Have you submitted the following documents?                                                                                                                                                                                                      | Submitted/ Complied or not | Page No/ Ref. No. of offer |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| 1      | EMD/ document in support of exemption from submission of EMD and Bid Security Declaration                                                                                                                                                        |                            |                            |
| 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 of OEM 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-8.3, 8.4 & 25 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     | Offline Submission of Notarized Affidavit, Power of Attorney/ Authorization                                                                                                                                                                      |                            |                            |
| 13     | Certificate of Local Content as per Annexure-VII of ITB.                                                                                                                                                                                         |                            |                            |
|        | <b>Document uploaded along with Financial Bid/Price Bid only.</b>                                                                                                                                                                                |                            |                            |
| 14     | Cost breakup of price indicating Basic rate, GST etc.                                                                                                                                                                                            |                            |                            |

**Annexure-VII**

(to be printed on company's letterhead)

**Self Certification under Preference to "MAKE IN INDIA" Policy****DECLARATION OF LOCAL CONTENT**

No \_\_\_\_\_

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

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject : Declaration regarding local content

Reference : (1) DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof)

(2) Tender no. \_\_\_\_\_

(3) Our quotation no. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

With reference to the above notifications of DPIIT, we hereby declare the following -

1. We are the manufacturer / we have done value addition to the product quoted vide referred quote (bidder to select only one option)
2. We have authorized Mr./Ms \_\_\_\_\_ (name) \_\_\_\_\_ designation \_\_\_\_\_ of our company for giving declaration regarding local content w.r.t. the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for the signature of above official regarding local content being declared herewith. Now onward above mentioned signatory will correspond with your department regarding local content. We understand that the local content is not claimed by us on the basis of ***profit, warehousing, marketing, logistics, freight, transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC etc. as local value addition.***
3. The local content in our referred item's quote is \_\_\_\_\_ % as per above notification of DPIIT.
4. We are Class (I or II) *(bidder to choose either one)* supplier as per DPIIT Notifications.
5. Local content value addition is at place \_\_\_\_\_
6. We understand that false declaration of local content %age w.r.t. above DPIIT order will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR)2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151(iii) of GFR alongwith such other action as may be permissible under law.

Date:

Place:

Thanking you.

Yours faithfully

Name : \_\_\_\_\_

Signature \_\_\_\_\_

Company seal \_\_\_\_\_

**Annexure - VIII**

**Principal Executive Director,**  
Eastern Region,  
RailTel Corporation of India Ltd.  
19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN, Sector-V,  
Salt Lake City, Bidhannagar,  
Kolkata-700091

**Subject: Manufacturer Authorisation form (MAF) to M/s ..... for .....**

**Ref: GeM Bid No. GEM/2025/B/6575879, dated 21.08.2025**

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of ..... having our registered office at .....  
.....

We hereby authorise M/s ..... (bidder name), Office ..... to participate in bid and subsequently upon award of the bid to execute .....(Name of the work) against your above said bid.

We further extend our warranty for 18 months from date of delivery for our range of products offered by M/s .....against the above-said bid.

Thanking you,  
Best regards,

**Authorised Signatory of OEM**

**Annexure - IX**

- 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.]"

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