

**RailTel's Bid Specific Additional Terms & Conditions (ATC)****Information to Bidder for the "Supply of CISCO Webex Kit EQ TP Units as per Technical specification to RailTel Corporation of India limited, Eastern Region"**

Ref: GeM Bid No. GEM/2026/B/7189548, Dt. 04.02.2026

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website [www.railtelindia.com](http://www.railtelindia.com).*

TReDS feature is available	Yes, on m1xchange portal, (URL: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> )
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- In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in Annexure-I.
- The bidder should be either OEM or his authorized dealer/distributor. OEM or Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bid should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
- In case of the authorized dealer/ distributor/ partner Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per Annexure-II. If OEM is quoting then OEM should submit the certificate.
- The equipment offered shall have complete data sheets and detailed description on OEM website. Bidder are required to submit filled and signed compliance of the technical specification.
- GST Registration Certificate of vendor should be provided.
- Delivery Period, Consignee Address, Inspection and Installation:**
  - Delivery Period:**  
The supplier will have to supply the material within 90 days from the date of issue of confirmed LOA/PO.
  - Liquidated Damages :**  
If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied
  - Consignee:**  
Asstt.GM(Tech.)(Stores)  
RailTel Corporation of India Ltd.  
C/o. Central Warehousing Corporation,

Kishori Mohan Banarjee Avenue,  
Panihati, Dhankal, Kolkata-700114

Note: In addition to the above consignee address i.e. Regional store, bidder may also be required to send items to RailTel Eastern Region Territory stores/sites, without any cost to RailTel.

**6.4 Inspection:**

- 6.4.1 The supplier/ manufacturer shall give a call for inspection within nine weeks of issue of PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/ Manufacturer's facility /at RailTel Store as decided by RailTel/ER by the Inspecting Authority/Consignee. The supplier shall make available for inspection all types of material in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup.
- 6.4.2 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.
- 6.4.3 In case material/ equipment fails during inspection, the fresh lot of the same material/ equipment shall be offered without any extra cost, by the manufacturer/ supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 6.4.4 Inspection of the material shall be conducted by representative authorized by RailTel/ER at the firm's premises/consignee location decided by RailTel/ER. The inspection shall be conducted by the inspecting authority as per required test procedures/ test plan for ensuring that the material offered meets the required specifications.
- 6.4.5 The material should be offered for inspection within three weeks before the scheduled delivery period. 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.
- 6.4.6 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 a foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw materials shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 6.4.7 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.
- 6.4.8 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at the

manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the Head of the Indenting department should be obtained recording the reasons for it.

**7. Estimated cost, Earnest Money Deposit/Bid Security:**

7.1 Estimated cost Rs. 2.27 Cr. (Rupees Two Crore Twenty Seven Lacs only) (Incl. GST)

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

Earnest Money Deposit (EMD: Rs. 4,54,000.00 (Rupees Four Lakh Fifty Four Thousand only). EMD can 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.

- (i) The Bid received without EMD will be summarily rejected.
- (ii) In addition to clause 8.2 (i) above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following bank account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of the Bank and Address	Union Bank of India, Chowringhee Road Branch, 1/1 Camac Street, Ground Floor, Kolkata – 700016
Name of the account holder	RailTel Corporation of India Limited
Account Number	401601010519491
IFSC Code	UBIN0540161

Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy of Demand Draft/Pay Order/Banker's Cheque /proof of the online payment transfer along with bid. If EMD is submitted in the form of Demand Draft/Pay Order/Banker's Cheque, the original shall receive RailTel office at Salt Lake, Kolkata before the last date and time of submission of the bid.

7.3 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from submission of EMD amount. However, in lieu of EMD, MSE bidders/ Startups must furnish Bid Security Declaration (BSD) as per 'Annexure-V.

7.4 For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, the 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.

7.5 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.

- 7.6 Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.
- 7.7 **The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category and Bid Securing Declaration as per Annexure-VIII.** EMD shall be exempted for Micro & small Enterprises registered for the tendered items/ as per the latest Govt. of India guidelines. Under **MSE category, only manufacturers for offered goods in case of bid for supply of goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.** The bidders claiming the preference must submit relevant documents. The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.
- 7.8 No exemption is, however, applicable to these units from payment of Security Deposit/ Performance Bank Guarantee.
- 7.9 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**
- 7.10 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
8. **TReDS Platform:**
- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

- 9 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.

10 **Security Deposit / Performance Guarantee:**

The successful tenderer shall submit Security Deposit / Performance Guarantee in the form of online transfer or FDR or 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. Security Deposit / Performance Guarantee @ 10% of total value of GeM Contract/Purchase Order including GST, round off to the nearest higher Rs.1000/-. Performance Security is to be furnished within 30 (thirty) days from the date 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.
- ii. Successful tenderer is required to furnish Security Deposit / Performance Guarantee 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 the successful tenderer failed to submit Security Deposit/Performance Guarantee within 60 days of award of work, RailTel may terminate the contract.**

- iii. The security deposit/PBG shall be submitted to Eastern Regional office.
- iv. **In case of PBG:** 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 RailTel's details for 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

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.

**Note:**

1. Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

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 Earnest Money and Performance Security held by RailTel at any stage.

**11 Technical Eligibility/ Evaluation/ Qualification Criteria:**

**11.1 Eligibility Criteria for OEM**

Not used

**11.2 Eligibility Criteria for Bidder:**

**11.2.1 Technical Eligibility Criteria for Bidder :**

The Bidder/OEM {themselves or through reseller(s)}, should have executed project for supply and installation /commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance Certificate issued by respective Buyer Organisation 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.

**Definition of similar work:** Supply/ Supply & Installation of Tele-Presence End-Points for any Government department/ State Government/ PSU/ public listed companies (as per note below)

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

**Note-1** In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

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.

**The above Technical Eligibility Criteria is also applicable for Startup Bidder also.**

#### **11.3.1 Financial Eligibility Criteria for Bidder:**

The bidder should have minimum cumulative turnover from operations in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet

(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).

The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

#### **11.3.2 Financial Criteria for Startups (recognized by Department of Industrial Policy and Promotion DIPP):**

The bidder should have minimum cumulative turnover from operations in the previous three financial years and the current financial year, 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).

The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

**12 Splitting of Quantity :**

12.1 Deleted

12.2 In case bidder claims PMA, Government of India Guideline/ Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

Bidder shall provide duly filled and signed Technical Compliance of the offered material, failing which the bid may get rejected.

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

**13. Variation of Quantities at the Time of Award:**

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchasers also reserve the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**14 Warranty:**

14.1 All the material are to be warranted for 3 years from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

14.2 The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet item requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the

Purchaser who shall state in writing in what respect the stores are faulty.

## 15. Repair and Return Services applicable for Warranty Period (Clause No. 14)

### 15.1 Repair

#### 15.1.1 Contractor's Responsibility: -

The Contractor will take-over the defective material from station/site and hand-over the new/ repaired at the same location.

The following activities will be performed by the contractor:

- The received defective material will be got replaced by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for failure of material.
- All transportation, freight and insurance charges will be borne by the contractor.

#### 15.1.2 RailTel Responsibility

RailTel will hand over the equipment to the contractor's authorized representative at the station/site along with the following relevant information & documentation.

- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.

15.2 If the contractor fails to return the material within 30 days, the following penalties will be imposed:

Item	Duration of repair	Deduction/Penalty
Cisco Webex Kit EQ	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected item
	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected item
	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected item
	More than 60 days (from the date of receipt)	Full cost of defective item

## 16. Payment Terms:

### For Supply items:

The following documents are to be submitted for payment :

- i. Original Tax Invoice indicating inter alia description and specification of goods, quantity, unit price, total value etc. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
- ii. Delivery Challan
- iii. E-way bill
- iv. Consignee receipt for receipt of goods in good condition
- v. Inspection Certificate by RailTel's representative/nominee

- vi. Warranty/ guarantee certificate of OEM
  - vii. Copy of Performance Bank Guarantee/ Security Deposit submitted
  - viii. transit Insurance Certificate
  - ix. OEM certificate for the ordered quantity/ material supplied as per specification.
  - x. Packing list
  - xi. Railway/Transporters Receipt/Consignment Note
- a) 100% value on full supply of material of Purchase Order on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
- b) 80% of the value of the part supply of material on receipt by the consignee at Store duly inspected and accompanied with above mentioned documents.  
Balance 20% value of the part supply after complete supply of material of the purchase order.

**Bill Passing & Bill Paying Authority:** Bill passing Authority is Sr. DGM/P/ Eastern Region and bill paying Authority is Finance Head of Eastern Region. Bills to be submitted through RailTel's Bill Tracking System.

Note: All the documents related to payment has to be submitted in RailTel Vendor Bill Tracking System (BTS).

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

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

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

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (Five) years.

18. **Online submission:**

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD submission details/ Documents in support of exemption from submission of EMD along with Bid Security Declaration as per Annexure-V.
- (ii) BOQ of the offered equipment.
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iv) Data Sheet of offered item/equipment.
- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vi) Technical Compliance of all Specification of items as per ATC documents.
- (vii) Proof of document required against Eligibility criteria of Bidder vide para -11.
- (viii) Not used
- (ix) Not used
- (x) MAF/OEM Authorization as per **Annexure-II**.
- (xi) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III**.
- (xii) Certificate as per **Annexure-IX**
- (xiii) Nil deviation declaration as per Proforma attached in Annexure-VII
- (xiv) Power of Attorney as per clause -23
- (xv) An undertaking on their letter heads **Annexure-X** shall be submitted by the bidder.

#### **Offline Submission**

The bidder is required to submit the following documents offline to within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender name and the tender number:

AGM/Tender,  
RailTel Corporation of India Ltd., 19th Floor,  
Aurora Waterfront Building, Plot No. 34/1,  
Block GN, Sector-V, Salt Lake City, Bidhannagar,  
Kolkata-700091

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Notarized Affidavit as per Annexure-III 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 (in case of MSE/Startup claiming exemption from deposit of EMD).

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

#### **19 Public Procurement Policy (Preference to 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-VIII**.

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. Purchase preference to Micro and Small Enterprises (MSEs):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

**21. Insurance**

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

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.

**22. Power of Attorney:**

**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. **Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender.**

Original copy is needed to be submitted by the successful bidder as per the clause-19 above.

**23. 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 Gol 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.

24. **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.

25. **Other Particulars to be enclosed along with tender:**

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

**Complete Tender document (ATC) duly signed & stamped on each page in token of acceptance should be submitted online.**

**Note:**

- (i) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. Any deviation / non-acceptance may lead to rejection of the bid.
- (ii) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on [www.railtelindia.com](http://www.railtelindia.com) and GeM only.
- (iii) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No. GEM/2026/B/7189548, Dt. 04.02.2026**

After opening of the bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

- (iv) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

**Contact Person for the GeM Bid (in case of any query):**

1. Sh. P D James, Sr. Mgr./Tender  
Mobile No. 9007044144  
Email ID: [pdjames@railtelindia.com](mailto:pdjames@railtelindia.com)
2. Sh. Shantanu Mitra, DGM/ VSS-TPaaS  
Email ID: [smitra@railtelindia.com](mailto:smitra@railtelindia.com)  
Mobile No.: 9007044123

**Annexure-I****Technical Specifications****1. Equipment should be:**

- i. With 3 Years Warranty.
- ii. Equipped with necessary hardware/software to comply all above required/support features.
- iii. Back-to-Back warranty with the OEMs for both Hardware and Software. The certificates/ Undertaking for the same will have to be submitted along with bid from OEM.

**2. SOR :**

<b>SOR</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>
SOR-1	Supply of Cisco Webex Kit EQ units as per technical specification	Nos.	23

**Technical Specification of SOR Item:**

SN	Category	Specification	RailTel Requirement	Compliance
1	General	Type of Endpoint	Point to Point / upgradable to 1+3	
2		Does it require mandatory registration with MCU/Gatekeeper	Supported	
3		Video Conferencing system resolution	Camera should support 4K resolution & Codec should support 1080p60	
4		Minimum Bandwidth required for Specified video quality at End point/far-site-end	1 Mbps	
5	Camera	Type of Camera	PTZ	
6		Camera Positioning System	Supported	
7		Type of sensor	CMOS	
8		Camera Control (focus, brightness, white balance)	Automatic and Manual both	
9		Multiple Camera System	Single	
10		Optical Zoom	12x or more	
11		Digital Zoom	5x	
12		Field of View at Zoom	70	
13		Pan range Minimum to Maximum (+/- Degree)	(+/-)130	
14		Tilt Range (Degree)	90, -20	
15	Power Cord and Connector to be supplied for codec and camera	Yes		
16	Audio/Video Specs	System delivers Full HD video and voice and Full HD Content for an over Full HD/1080P experience at specified bandwidth	Yes	
17		Video Coding Protocol	H.264 and H.265	

18		System has G 722, G 711, G729 or equivalent wideband audio coding support	Yes	
19		It is possible to see both the near and far site on one screen thus making most efficient use of single display area	Yes	
20		System is equipped with one or more omni directional microphones as required to cover large conference room. Mic should have a pickup of at least 10 ft	Yes	
21	Network Parameters	Min. Number of Microphone Supplied (Port)	2	
22		Min. Number of camera support from the same OEM	1	
23		Min. Number of Ethernet connection points for System supports for RJ-45, 10/100/1000 Mbps Base-T Ethernet connection	Yes	
24		Wi-Fi Connectivity	Yes, support Call over Wi-Fi also	
25		If Yes, Type of Wi-Fi connectivity	Wi-Fi 802.11 a/b/g/n/a 2.4 GHz and 5 GHz for LAN	
26	Encryption	System supports AES Encryption video calls, system has encryption on and off facility	Yes	
27	Peripherals	Video Codec shall support 16:9 format	Yes	
28		Power Supply 230 + or - 10% volts, 50 Hz	Yes	
29		Shall come with easy to use infra-red hand held remote control / Touch panel with operating distance	Yes, touch panel	
30		All equipment are in compliance with ITU-T (SIP Protocol and H.323) standards, BFCP and H.239 for content sharing	Yes	

31		System IPv6 ready from Day One	Yes	
32		System interoperable with existing H.323 AVC/SVC based equipment in a P2P call on VC endpoint	Yes	
33		Min. Number of Input DVI Ports	0	
34		Min. Number of Input HDMI / HDCI ports	3 (HDMI)	
35		Min. Number of Output HDMI ports	2	
36		Min. Number of Input USB ports	1	
37		System supplied complete with Codec, Camera, 2 Microphones (15 mtr.), Touch panel, necessary cables including 15 mtrs. HDMI cable	Yes	
38		Microphone type	Omnidirectional	
39	Compliance	BIS Registry under CRS of MeitY	Yes	
40		UL / CE Certification	Yes	
41	Environmental	Min Operating temperature (Deg C)	0	
42		Max Operating temperature (Deg C)	35 or more	
43		Min Operating / non-operating humidity (%RH)	10	
44		Max Operating / non-operating humidity (%RH)	90	
45	Commercial	Free installation and commissioning	NA	
46		On-Site OEM warranty (Years)	3	
47	Audio	Audio 3.5 mm stereo line in/out jacks for integration with External Audio System	Yes	
48		USB Support for integration with PC for sharing codec mics and camera	NA	
49		Automatic Noise Suppression, Echo cancellation	Yes	

50	Management	Management access to Codec via Web, SSH/Telnet for min 2 users	Yes	
51	Integration	Supports external cameras via HDMI input and Consumer Electronics Control (CEC) 2.0	Yes	
52		System supports FECC	Yes	
53		Support standard Packet loss recovery / packet loss based down speeding	Yes	
54		Interoperable with existing video conferencing solution in RailTel network	Yes	
55	TPaaS Integration	Integration with Central VC system (MCU, Meeting Server, Gatekeeper, Scheduler) with monitoring and reporting	Yes	
56		Remote configure and backup of VC endpoints	Yes	
57		Provisioning and configuration of proposed endpoints	Yes	
58	Web Interface Support	Web interface options configurable without restart during live call	Yes	
59		Registration over SIP and H.323 on Cisco VCS v8.1 or higher	Yes	
60		Interoperable with Cisco meeting server v3.1 and content sharing over SIP and H.323	Yes	
61		Audio control: input/output volume, mute/unmute, echo control	Yes	
62		Camera control: Backlight, Brightness, Focus, White balance, Zoom, snapshots on webpage	Yes	
63		Conference settings: Auto answer, Call protocol, Rate, DND, Phonebook	Yes	

64		Network settings: DHCP, IPv4, IPv6, MTU, QoS, DNS, HTTP/HTTPS, SNMP, NTP, Telnet/SSH	Yes	
65		Security: User control, logging, remote server settings, logs	Yes	
66		System settings: Name, Language	Yes	
67		Video IN/OUT settings: Quality, Resolution, Layouts, Self-view	Yes	
68		Active call monitoring: codecs, bitrate, packet loss, jitter, encryption mode	Yes	
69	Local Setting	Manual IP configuration on Codec using touch panel	Yes, via touch panel	
70	Software Upgrade	Software upgrade/update during warranty period without additional cost	Yes	
71	POC	POC required at Secunderabad to demonstrate features		

**Annexure-II**

**Format of Manufacturer Authorisation form (MAF)**

Principal Executive Director,  
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.

**Dt.** \_\_\_\_\_

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

**Ref: GeM Bid No. GEM/2026/B/7189548, dated. 04.02.2026**

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of  
..... (products details), 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 work) our range of products against your above said bid.

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

Thanking you,  
Best regards,

**Authorised Signatory**

\*\*\*\*\*

Annexure-III

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of 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 tenderer's, 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.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- (vi) I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel Corporation of India Limited. 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, alongwith forfeiture of EMD and Performance Guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel Corporation of India Limited.**

**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 - IV**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(to be in accordance with stamp act)

(To be used for performance Guarantee Beyond Rs. 5 Lacs from approved Scheduled Commercial Banks and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Water Front Building, GN. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt .....  
.....(Hereinafter called "the said Contractor(s)")  
from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated.....made between.....  
.....and..... for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ....(Rs ..... only). We ..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. ....against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We ,..... Bank and our local branch at Kolkata (indicate detail address of 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 is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . .....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(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) / Bidder(s) shall have no claim against us for making such payment.
4. We,.....Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the



**Annexure -V**

*Note: Bidders exempted from submission of bid security are required to submit this form duly filled, signed and stamped.*

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

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

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

Ref: GeM Bid No. GEM/2026/B/7189548 Dt. 04.02.2026

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 Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing 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:
- 3)
  - 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-Securing Declaration shall expire if the contract is not awarded to us, upon:**

- 4) 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
- 5) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative:  
Name of Firm:  
Date:

**Annexure-VI**

**Consignee Address:**

Asstt.GM(Tech.)(Stores)  
RailTel Corporation of India Ltd.  
C/o. Central Warehousing Corporation,  
Kishori Mohan Banarjee Avenue,  
Panihati, Dhankal,  
Kolkata-700114

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

(TO BE SIGNED BY BIDDER)

To,  
Principal Executive Director,  
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

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2026/B/7189548, Dt. 04.02.2026

Dear Sir,

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

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

Format of Annexure (Deviation Statement)

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

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

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

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

Place:

Date:

Seal and signature of the bidder

(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) GeM Bid No. \_\_\_\_\_ dated \_\_\_\_\_

(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-IX**

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - 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.
- 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 share holders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

Annexure – X

**OEM'S UNDERTAKING ON LETTER HEAD FOR PROVEN FACILITY, BLACKLISTING, MALICIOUS CODE, IPR & RESTRICTION ON COMPANIES FROM LAND BORDER SHARING COUNTRIES WITH INDIA**

(To be signed by the OEM)

To

Principal Executive Director,  
RailTel Corporation of India Limited,  
19<sup>th</sup> Floor, Aurora Waterfront Building, Plot  
No.34/1, Block-GN, Sector-V, Salt Lake City,  
Kolkata – 700 091.

E-Tender No. GEM/2026/B/7189548 dated: 04.02.2026

Sub: OEM undertaking

Dear Sir,

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

A. I/We undertake/Certify that

“I/We have proven facilities at..... (Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service centre facilities in India at .....(Complete Address along with Pin Code) also.”

B. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.

C. I/We Certify that,

- (i) All proposed hardware and software components in scope of supplies when shipped by \_\_\_\_\_, does not contain embedded malicious code that would activate procedures to: -
- a. Inhibit the desired and designed function of the equipment.
  - b. Cause physical damage to the user or equipment during the exploitation.
  - c. Tap information resident or transient in the equipment/networks.

- (ii) I/We, \_\_\_\_\_ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than \_\_\_\_\_
  - (iii) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.
- D. I/We have read the clause regarding restrictions on procurement from a OEMs of a country which shares a land border with India; I certify that I/We is/are not from such a country or, if from such a country, has been registered with the Competent Authority, I/We hereby certify that I/We fulfils all requirements in this regard and is eligible to be considered.
- E. Offered Hardware and Software of Tele-Presence End-Points are having End of Life (EOL) not less than 08 years from the date of Supply as prescribed in Annexure - I

Place:

Date:

Seal and signature of the authorized representative of OEM  
Designation of the authorized representative of OEM

**Check list**

<b>SN</b>	<b>Have you submitted the following documents?</b>	<b>Submitted/ Complied or not</b>	<b>Page No/ ref no. of Offer</b>
1	Proof of payment of EMD as per Clause-7.2 of ITB/ Documentary proof of exemption of EMD		
2	BOQ of the offered equipment as per clause no. 18(ii)		
3	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 18(iii) of ITB.		
4	Data Sheet of offered equipment as per clause no. 18(iv) of ITB.		
5	Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents as per clause no. 11 of ITB.		
6	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 18(vi) of ITB.		
7	Not used		
8	Not used		
9	Notarized Power of Attorney & resolution of Board of Directors as per Clause-22 of ITB.		
10	OEM undertaking as per Annexure-X.		
11	MAF/ authorization as per clause from OEM as per clause-3 and Annexure-II of ITB		
12	Notarized Affidavit on stamp paper on a non-judicial stamp paper as per Annexure-III and as per clause no.18(xi) of ITB		
13	Certificate as per Annexure-IX and as per clause no. 18(xii) of ITB.		
14	NIL deviation declarations as per Annexure- VII and as per clause 18(xiii)		
15	Bid Security Declaration as per Annexure-V of ITB (Applicable in case of bidder claim of exemption from submission of EMD)		
16	Signed Copy of GeM Bid & ATC/ Corrigendum (if Applicable)		
17	Certificate of Local Content as per Annexure-VIII of ITB.		
18	Offline Documents in original (Notarized Power of Attorney, Notarized Affidavit and Bid Security Declaration (If applicable)		

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