

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the “Supply, Installation and commissioning of Email Security Solution”

Ref: GeM Bid No. [GEM/2024/B/4566982](#)

The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details.*

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available from **day1** 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**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted in the format given with **Information to Bidder** as **Form No.-3**.
4. Software/licenses offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
5. Bidder shall submit the detailed BOM of the offered software/licenses duly verified and certified by the respective OEM.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. **Earnest Money Deposit (EMD):**
All the Bidders are required to deposit EMD amount of Rs. 9,53,000/- as “Earnest Money” through RTGS/Internet Banking.

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).

- 7.1 Offers without complete amount of Earnest Money shall be summarily rejected.
- 7.2 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- 7.3 The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/PO.

7.4 Bank Details for RTGS / Internet Banking for submission of EMD is given below:

Account Number	340601010050446
IFSC	UBIN0534064
Bank & Branch	Union Bank of India, Yusuf Sarai Branch, New Delhi
Account holder Name	RailTel Corporation of India Limited

7.5 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/proof of the online payment transfer along with bid.

8. Delivery Period, Consignee Details and inspection:

8.1 Delivery Period: The supplier will have to complete Supply, Installation and commissioning of Email Security Solution at RailTel's DC and DR as per the technical specification given in **Annexure-I** within 60 days from the date of issue of confirmed PO. If not completed within the approved delivery period, then penalty of 0.5% of the contract value per week and the maximum up to the 10% of the contract value will be levied.

8.2 Consignee Details: Material shall be delivered at the Data Center sites of RailTel i.e. Gurgaon, Secunderabad. The supplier shall ship the material to the respective consignee without any additional cost to RailTel. Breakup of qty. for supply shall be given in the PO.

SN	Description	UoM	Qty	Delivery Location
1.	Email Security Solution at both DC and DR for at-least 3000 Users.	Lot	1	Gurgaon & Secunderabad
2.	Annual Maintenance Charges (AMC) after warranty period as per clause 10.	Year	2	Gurgaon & Secunderabad

8.3 Consignee Inspection: Inspection of supplied items shall be done at RailTel Site. Detailed inspection of all supplied items shall be done after installation and commissioning. In case material fails during inspection, a fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer.

Note: Consignee ID and Zip code mentioned in BOQ and consignee details given in GeM bid document are indicative. Above clause 8.2 should be considered by bidder while quoting.

9. Eligibility Criteria:

9.1 Eligibility Criteria for Bidder: The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.	Certificate of Incorporation / Registration or Memorandum of

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>	<p>Association (MoA) In case of JV / Consortium, Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of Rs. 7.15 Cr. from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>	<p>Certificates to this effect which may be a certificate from Statutory Auditor with UDIN No./ an attested Certificate from the concerned department / client or Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
3.	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One order of similar work# for an amount not less than the amount Rs. 2.86 Cr.,</p> <p>or</p> <p>Two similar works# each costing not less than the amount Rs. 1.91 Cr.,</p> <p>or</p> <p>Three similar works# each costing not less than the amount Rs. 1.43 Cr.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>One order of similar work# for an amount Rs. 1.67 Cr.,</p> <p>OR</p> <p>Two orders of similar work# for an amount Rs. 0.95 Cr.,</p> <p>OR</p> <p>Three orders of similar work# for an amount Rs. 0.72 Cr.</p> <p>Note:</p> <p>Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders.</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p># Similar Work: Projects of Supply, installation and commissioning of Firewall/ Email Security/ VPN/ DDoS/ IPS or similar in Government / PSUs / Telecom Service Providers network/ ISP Network/ Public listed company^.</p> <p>Note: ^ - Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr 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.</p>	
4.	No Black Listing	The bidder should not have been black-listed currently by Central Govt./State Govt./ CPSU/ any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	Self-Declaration by the Bidder on Company's letter head
5.	Bidder Type	The Bidder should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.	Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM.	MAF as per Form no. 3.
7.	Bill of Material	The bidder should submit OEM vetted Bill of Material (BOM).	OEM vetted BOM.

9.2 Eligibility Criteria Requirements for OEM's:

OEM's whose products are proposed to be used in this deployment should meet following criteria:

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	The Equipment/Solution offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/ PSUs/ Telecom Service Providers/ Public Listed Company for at least 12 months as on date of opening of tender, in India or Abroad.	<p>Satisfactory Working certificate from End User clearly mentioning the make & model number of the offered Hardware.</p> <p>An undertaking by the OEM has to be submitted in support, in case</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global 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.</p>	<p>issued satisfactory working certificate is the immediate predecessor of same series/ family of the offered Hardware/ Software.</p>
2.	<p>OEM should have supplied the equipment/solution offered or equipment/software of the same series/family at least of Rs. 1.67 Cr. during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <i>or any global stock exchange</i>, 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.</p> <p>Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The self-certificate by OEM shall mention that the supplied Hardware/Software are of same series / family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount, multiple POs in favour of OEM's System Integrators are also acceptable.</p>
3.	<p>Undertaking by OEM on their respective letter Heads -</p> <p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment/solution, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment/solution are planned to be supplied. In case OEM is located outside India, it should have training, repair and service center facilities in India also (Point-A of form no. 5).</p>	<p>Self-Declaration by the OEMs on Company's letter head for Point-A, B, C & D of Form no. 5.</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of form no. 5).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of form no. 5).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India.</p> <p>Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 21.2. (Point-D of form no. 5)</p>	

Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt with on case-to-case basis only.

Note:

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which 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.

Note: Bidder/OEM shall submit proper contact detail of all the users (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for all the certificates asked in the Qualification Criteria. The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

10. RailTel reserves the rights:

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.
- c) To carry out capability assessment of the bidder(s) including referral to in-house information.
- d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

11. Warranty:

The software solution supplied and implemented are to be warranted for **3 years** from date of complete implementation and commissioning at the consignee site i.e. RailTel DC and DR or from the date of issue of Provision Acceptance Certificate (PAC). The tenderer shall warrant that all software solutions supplied and implemented shall be perpetual and on the name of "RailTel Corporation of India Limited". Software solution implemented shall have OEM Certificate for implementation architecture.

- 12.** RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the **DGM/ITP** for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

13. Payment Conditions:

The 90% payment will be made only after completion of all the work and issuance of PAC by CA of RailTel and remaining 10% payment shall be made after issuance of Final Acceptance Certificate (FAC) by RailTel CA. FAC shall only be issued after 1 Year of PAC. Below documents must be submitted to RailTel for processing of Payment-

- a) Original Inspection certificate issued by Inspecting Officer.
- b) Tax Invoice.
- c) Certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.
- d) Warranty and Support certificate.
- e) Consignee's Receipt.
- f) Undertaking against fall Clause.
- g) Performance Bank guarantee.

- 13.1** The breakup of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

- 13.2** Accounting unit/bill passing unit for the supplies under SOR is Corporate Office. Bills to be submitted to the DGM/ITP for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.

14. Security Deposit / Performance Bank Guarantee:

- 14.1** The successful tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of DD/Pay Order or irrevocable

Bank Guarantee from any scheduled bank for due fulfilment of contract within 30 days of issue of PO with validity of 40 months. PBG claim period should also be till 1 year after PBG Validity.

- 14.2** The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of “RailTel Corporation of India Limited” payable at New Delhi Only.
- 14.3** Any performance security up to a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.
- 14.4** No Interest on Earnest Money and Performance Security:
- 14.5** No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage.
- 14.6** 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 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.

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.

- 14.7** Performa for PBG is given as Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately

15. Rates During Negotiation:

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation of withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

16. Rate Contract:

- 16.1** RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of email security solution as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC of the first section and would be valid till the validity of contract. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for email security solution as detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract. A standing Performance Bank Guarantee of Rs. 05 lakh for due

fulfilment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply the email security solution against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousands of Rupees) as per proforma given in Form No.1, 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. The PBG submitted against Sub P.O. is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.

16.2 Performance Bank Guarantee/ Standing Bank Guarantee will bear no interest. The payment conditions against Rate Contract will be as under:

16.3 Variation: The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the issue of PAC. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

16.4 Purchaser's Right to Vary Quantities:

(A) Upto maximum extent of +/- 50% subject to following condition

- i. Upto +25% with no rebate.
- ii. From +25% to +40% with 2% rebate
- iii. From +40% to +50% with 4% rebate.

(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

16.5 Payment terms of this variation PO will be same as clause-13 above.

17. Issue of Purchase Order/Award of Contract:

RailTel shall consider placement of PO for those bidders whose offers have been found technically and commercially acceptable and are lowest. The bidder shall within in 7 days of issue of PO, give his acceptance and submit Performance Bank Guarantee as per Clause 14 above.

18. RailTel right to accept any Bid and to reject any or all Bids:

RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel action.

19. Constitution of Firm and Power of Attorney:

- 19.1** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:
- a. As sole proprietor of the concern or as attorney of the sole Proprietor.
 - b. As partner or partners of the firm.
 - c. As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 19.2** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 19.3** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 19.4** In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- 19.5** The duly notarized Power of Attorney shall be submitted at the time of bid submission, and original copy shall be submitted at the time of issue of LOA/PO.

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 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/2024/B/4566982](#)

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.

20. Online Submissions:

The bidder is required to upload the required documents online 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.

- 20.1** The bidder is required to give acceptance of all the clauses of GeM bid, Buyer added bid specific ITP, RailTel's bid specific ITP documents and all Corrigenda. Any deviation / non-acceptance may lead to rejection of the bid.
- 20.2** Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 20.3** This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: [GEM/2024/B/4566982](#)
- 20.4** In case, If any contradiction between GeM Bid, RailTel's Bid Specific ITP will prevail.

21. Preference to make in India:

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

21.1 Local Content:

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder 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. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. “We _____ the statutory auditor of M/s. __ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. __% (to be filled by the work center) quoted vide offer No. _____ dated ___ against RAILTEL tender No. _____ by M/s. _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.

- vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.
- vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers.

21.2 Bidders sharing a land border with India:

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 as per Form no-06 shall be submitted by all the bidders regarding their compliance with this order. If such a 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. Credential Verification:

- 22.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents

supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

22.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in this tender document (Form No. 8). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. The RailTel 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, 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 shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

23. System Performance Guarantee:

23.1 The tenderer shall give unqualified and unconditional guarantee that when the solution supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

23.2 This certificate in the Proforma given in Form No. 2, shall accompany the final offer.

24. The For Micro and Small Enterprises (MSEs):

24.1 Eligible MSEs are exempted from cost of tender document. However, MSEs are required to meet the eligibility criteria as specified in clause 9.1 and 9.2 above as the case may be. Further, the subject work being a works contract having scope of integrating various IT products and applications, the purchase preference criteria for MSME will also be not applicable in the tender

24.2 MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.

- 24.3** The MSEs should submit valid Udyam certificate (UAM No.) along with the Bid. Failing 24.1 and 24.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 24.4** “RailTel is registered with m1xchange TReDS Platform having Buyer registration Number “BUYER00001496”. The URL for m1xchange Platform is <https://www.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.
- 24.5** 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.
- 24.6** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, 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 or 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.
- 24.7** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages 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.

25. Support to Start-up Enterprises:

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 25.1 Exemption from submission of EMD:** Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration as per form no-07.
- 25.2** Start-up Enterprises are relaxed from in Prior Turnover and Experience.

26. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC):

On installation of the solution, the contractor shall certify and advise RailTel Supervisor where solution has been installed, in writing that the installation is (i) completed (ii) ready for satisfactory commercial service and (iii) ready to be handed over. After successful completion of Site Acceptance Testing, a report (SAT) shall be forwarded to **Contract Management**

Authority. Provisional Acceptance Certificate (PAC) will be issued by **Contract Management Authority**. PAC will not be held back for want of minor deficiencies not affecting the functioning of the equipment. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

27. FINAL ACCEPTANCE CERTIFICATE (FAC):

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by **Contract Management Authority**. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

28. Technical proposal of tenderer in conformity with system design:

Bidder has to submit the technical solution document including design, architecture, flow, virtual machine requirement, software's, license, OS etc. RailTel shall provide required virtual machines at DC and DR to deploy the solution however bidder has to provide all software's, licenses, Operating Systems etc. required to implement the proposed Email Security Solution at both DC and DR without any additional cost to RailTel.

29. Long Term Maintenance Support:

29.1 Bidder shall provide maintenance support for a minimum period of 5 years after successful completion of warranty obligations. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 2 of tender document & its sub clauses will be applicable.

29.2 Bidder shall be paid @ 3.5% (minimum) of supply cost (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder quotes higher than 3.5%, he will be paid at his quoted rate per annum. Total AMC cost for two years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 2 years after completion of warranty. This period of 2 years may be extended further for 3 more years on same rates and same terms & conditions.

In case a bidder quotes AMC rates lower than 3.5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 3.5%) of AMC rates & he

will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 3.5% per annum.

- 29.3** Separate LOA for AMC shall be issued by RailTel before completion of warranty period and separate Agreement shall be signed with the Bidder. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfilment of long term maintenance support obligation. Value of PBG will be 3% of the value of issued PO/LOA for AMC or as per Government of India guidelines applicable at the time of issue of PO/LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.
- 29.4** Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by RailTel DC Team representative.
- 29.5** Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.

Note: The acceptance of the above clauses is mandatory and specific acceptance from bidder/OEM is required to be enclosed as per Form no. 8 (**Performa for Long term maintenance support**) given below. Any deviation / non acceptance may lead to rejection of the bid.

Annexure-I

Technical Requirement

1 Scope of Work:

- 1.1.** This Limited Tender is for Supply, Installation and commissioning of Email Security Solution at RailTel's **DC and DR** as per terms & conditions and specifications mentioned in this document.

SN	Specification	Compliance (Yes/No)
1	The proposed solution should be a software based dedicated on-prem Email Security solution that provides enterprise message transfer agent (MTA) capabilities SMTP/ SMTP-TLS, Antimalware, senior executives fraud attack prevention, social engineering attack protection, ransomware, unknown malware threats using Sandboxing technique and anti-phishing.	
2	The proposed solution shall have its own dedicated anti malware engine including machine learning engine as part of attachment scanning measure to detect the known and unknown threats like malware, trojan, ransomware etc.	
3	The solution should be able to perform analysis/block based on multiple parameters like impersonating the display names of high executives to send spam or phishing email.	
4	The proposed solution must be purpose-built software appliance with hardened operating system and be able to support both incoming as well as outgoing messages. Also, solution must support flexible deployment modes -MTA, BCC, SPAN/TAP modes and be able to analyze, process and inspect at-least 300,000 emails/day using single appliance.	
5	The proposed solution should scan for suspicious behaviour in several parts of each email transmission, including the email header, subject line, body, attachments, and the SMTP protocol information to detects suspicious behaviour related to social engineering attacks in email messages and must analyse emails for various parameters.	
6	The detection of email security solution shall be mapped with MITRE ATT&CK framework to help you detect and respond to threats more effectively.	
7	The solution shall support both IPv4 & IPv6.	
	Malware/Anti-Virus Protection	
8	The Solution shall have feature of virus/malware scanning engine that strips the infected attachments or block the entire email.	
9	The Solution shall detect known or suspect secure-risk URLs embedded in the email, which are reliable indicators of spyware, malware or phishing attacks.	
10	The proposed solution support advanced detection technology to discover targeted threats in email messages, including spear-phishing and social engineering attacks.	
	I. Threats hidden in protected files	
	II. Reputation and heuristic technologies	

SN	Specification	Compliance (Yes/No)
	III. File analysis blocks unsafe files and applications	
11	The Solution have the management on virus quarantine and shall have the access to release or delete the quarantined virus emails.	
12	The solution's virus engine shall support scanning by inbound and outbound direction and configure the policy per direction.	
13	Solution shall check suspicious URLs on emails and shall suppress it or suspicious URLs shall be non-clickable or encoded to filter the request based on the real time reputation or analysis.	
14	Email Security solution should have multiple configuration option to define the source/downstream and the upstream/next hop of the email chain/SMTP to ensure that it only accepts traffic from defined sources.	
15	The Proposed Solution should support authentication mechanisms like DKIM, DMARC & SPF checks to detect & fight against techniques used in mail phishing & spoofing.	
16	The Proposed solution should support importing of custom passwords for archive files. The solution should support at least 50 predefined passwords for scanning archive files. Solution should use these passwords to decrypt the password protected files.	
	Antispam	
17	The Solution shall provide an attachment scanning capability to detect file-based spam messages	
18	The Solution shall analyse the suspicious URL of the embedded links, also the URL embedded in the email attachments like pdf documents.	
19	The solution shall support dictionaries scanning based on built-in dictionaries or allow admin to create custom polices to block emails based on subject/ body, sender and header etc.	
20	The Proposed solution should be able to Deliver the email message to the recipient after replacing the suspicious attachments with a text file and tag the email message subject to notify the recipient, should be able to pass and tag the email message.	
21	Content based filtering policy can be make (Sender/Receiver/File size/grouping etc.) and other customization.	
22	The solution shall have ability to define keywords /dictionaries, key phrases, offensive language etc for both inbound and outbound emails.	
23	The solution shall be able to look for content in the email header, body of message and also attachments.	
24	Directory services shall be in sync with mail server and any non-existing mail id, the gateway shall drop the mail at the Gateway level. It shall also maintain the log and send the notification to administrator & sender.	
25	The solution shall provide option to quarantine the emails, based on bad reputation email id, domains, IP addresses and combination of any.	

SN	Specification	Compliance (Yes/No)
26	The solution shall provide the protection for bad reputation domain mail, anti-phishing and also auto-classify the mail to relevant mail queues.	
27	The solution shall provide the spam controls and also check Sender Id and Reverse Entry not available then drop the mail with proper notification to sender.	
28	The proposed solution should support the End User Quarantine controls to improve spam management. It should allow users to review the quarantined email messages, and take appropriate action like delete, approve, release etc.	
29	The proposed solution detects and prevents the grey mail by enabling protection against marketing messages, social network notifications, newsletters and forum notifications.	
Mail Transfer Agent (MTA) Functionality		
30	The solution must support policy-based TLS encryption between mail domains.	
31	The solution must support the TLS 1.3 or latest encryption from day 1.	
32	The solution must have directory harvesting prevention controls.	
33	The solution must provide real time IP reputation system.	
34	The solution must support domain-based routing and delivery.	
35	The Proposed solution must support SPF, DMARC & DKIM.	
36	The solution must support message stamping by adding notes or disclaimer in the message.	
37	The solution must support white listing & black listing of domains, email ids, and IP address.	
38	The solution must support Inbound mail routing delivery preferences to accommodate larger, more complex network.	
Management		
39	The solution must support management, including policy configuration, quarantines and log reporting.	
40	The solution must support the real-time graphical and chart-based dashboard for the summary of email filtering activities.	
41	The solution shall search a message in the queue and shall have multiple search criteria like sender, destination id, suspicious URLs, files, email subjects etc.	
42	The proposed Solution must have following features to effectively block senders of spam messages at the IP address or sender email address level: Approved and blocked senders lists, Email Reputation Services (ERS) , Directory harvest attack (DHA) protection , SMTP traffic throttling.	
43	Proposed solution should scan and inspect multiple file types including windows executables, Scripts, Java, office, office with macros, Pdf, image/jpeg files, vbs, dll, Ink and multiple types of Compressed files etc.	
Sandbox		

SN	Specification	Compliance (Yes/No)
44	Solution shall have a dedicated appliance based sandboxing capability from day 1 at both DC & DR to scan the suspicious files in the sandbox to simulate the execution of file and its complete behaviour including changes in registry, triggered URLs, process types etc. Solution should provide the sandboxing report that should highlight the complete execution details like processes, registry changes, task creation etc. Sandbox solution should be tightly integrated with proposed email security solution.	
45	The Proposed solution should have an option for timeout/ release of an email, if the file analysis in the sandbox is taking more time	
46	Admin should be able to download file samples or PCAP that has been detected by Sandboxing of submitted samples for further investigation.	
47	Sandboxing shall have multiple types of OS like variants of Windows or Unix to have the visibility of file execution and URL/IP connections. Solution should be able to do the sandboxing of at least 30000 samples per day from day 1.	
48	<p>Proposed solution should have below Threat Emulation/Sandbox capability:</p> <ul style="list-style-type: none"> i. Solution must support sandboxing virtual instances and it should be scalable up to 50 instances on the provided consolidated inspection of emails. ii. Sandbox should support custom configuration by the admin as per our requirements. Solution must have Evasive Techniques detection to prevent attackers. iii. Solution must be capable to sandbox file and URLs iv. The proposed solution must support 32-bit / 64-bit Windows and Unix (Redhat, centos etc.) variants and should allow at least two types of sandbox images for virtual analysis. v. Sandboxing Solution shall perform attachment/file analysis and ensure the detection of advanced threats. vi. Solution should support features like Static and Dynamic Analysis, Deception, Malformed, defective, or with known malware traits, Process, service, or memory object change, Rootkit, Suspicious network or messaging activity, pattern based, reputation based etc. vii. Solution must support creation of YARA Rules to detect threat as per our requirement. It should support atleast 3000 rules on same box. 	
49	The proposed solution shall have DLP capability to prevent the sensitive information leak using email channel. It should have templates and predefined rules to create the policies. Solution shall allow creation of data identifiers as per our requirements for custom criteria's.	
50	The proposed solution should have capability to scan password protected files and archive file types like 7z , rar, zip , docx, ppt , pdf etc. The Proposed solution should support importing of custom passwords for archive files.	
	Logs and Reporting	

SN	Specification	Compliance (Yes/No)
51	The proposed solution must be able to integrate with existing SIEM i.e. Arcsight from day one.	
52	The Proposed solution should be able to send real time email alert per detection. The notification message to end users shall be customizable as per our requirement. It should have option to specify message tags.	
53	The solution shall support real time graphical and chart-based dashboard for the summary of email filtering activities.	
54	The proposed solution shall pre-built report templates which the administrator can use for generating reports.	
55	The Proposed solution shall support custom report creation in CSV/Excel and PDF.	
56	The Proposed solution shall have capabilities to automatically deliver reports based on schedule to selected recipients	
57	The Proposed solution shall provide detailed information on messages to comprehensively track messages.	
58	The Proposed solution shall allow parameters to be defined for searching message logs.	
59	The Proposed solution shall have option to monitor email traffic in real time for easier troubleshooting.	
60	The proposed solution should have an option of backup/restore of configuration using import/export that in case of failure last configuration can be restored.	
	Other Requirement	
62	Bidder has to provide Installation, configuration, Management Training and OEM certification (medium level) of at least 10 employees of RailTel.	
63	RailTel may ask to showcase (PoC) for all the above features to comply with technical specs asked.	
64	Bidder has to submit the technical solution document including design, architecture, flow, virtual machine requirement, software's, license, OS etc. RailTel shall provide required virtual machines at DC and DR to deploy the solution however bidder has to provide all software's, licenses, Operating Systems etc. required to implement the proposed Email Security Solution at both DC and DR without any additional cost to RailTel.	

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (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 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 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) / Tenderer(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) / Tenderer(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

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. one hundred)

**Director,
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.**

I / We hereby guarantee that the design on the basis of which we have submitted our tender no. has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment/solution which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.

Form No. 3

Manufacturer Authorisation form (MAF)

**Director,
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.**

Dated: _____

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

Ref: Tender No..... dated.....

Dear Sir,

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

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

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

Thanking you,
Best regards,

Authorised Signatory of OEM

Form No.: 4

Format for Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2024

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form No. 5

OEM Undertaking on Letter Head

(To be signed by the OEM)

**Director,
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.**

Dated:

Sub: OEM Undertaking

Ref: Tender No..... dated.....

Dear Sir,

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

A. We undertake/Certify that

“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/solution, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment/solution are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service center 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. We Certify that,

(i) All proposed hardware and software components in scope of supplies (Server) when shipped by _____, does not contain embedded malicious code that would activate procedures to:-

- a. Inhibit the desired and designed function of the equipment/solution.
- b. Cause physical damage to the user or equipment/solution during the exploitation.
- c. Tap information resident or transient in the equipment/solution.

(ii) 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. We certify that our offered products are genuine, have our own manufacturing setups and IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software including camera firmware, switch firmware etc. are not residing in countries sharing land borders with India. Proof of IPR & source code will be provided by the OEM.

or

IPR of offered products and source code of offered software including camera firmware, switch firmware etc. are residing in country (Please mention the country name) and OEM has been registered with the Competent Authority of Govt. of India and are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

In case any breach or false declaration is found at any stage, immediate strict penal action can be taken by RailTel.

Seal and signature of the authorized representative of OEM

Place:

Date:

Form No.: 6

Undertaking for Land Border

Certificates related to Guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020

(i) Certificate to be provided by Tenderer on their letter heads:

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

Form No.: 07

Format for Bid Security Declaration

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

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

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

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended
validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail
to submit performance guarantee or fail to commence the work within stipulated time period
prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for
future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of
such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

Form No. 8

PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be signed by the Bidder)

(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 Region), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender 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.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to banning of business for five year on entire RailTel. Further, I/we (*insert name of the*

tenderer)** _____ and all my/our constituents understand that my/our offer shall be **Summarily REJECTED**.

8. I/we also understand that if the certificates submitted by us **or by OEM's of the offered Hardware/Software** 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 SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above 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.

(END of Tender Document)