

Information to Bidder for the “Procurement of Optical Network Terminal through GeM”

Ref: GeM Bid No. GEM/2024/B/4491626 dated: 16.01.2024

• 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*

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC as one time exercise. In future all the specs will be available on GeM portal.)

1. 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**.

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. If OEM is quoting then OEM should submit the certificate. **In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.**

4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.

5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.

6. GSTIN RC of vendor for state should be provided from where goods will be supplied.

7. Delivery Period, Consignee Address, Inspection and Installation

7.1 Delivery Period: The supplier will have to supply the material within **60 days** from the date of issue of confirmed LOA/PO. 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.

7.2 Consignee Address:

SN	QTY	Location
1	200	Sh.Amitesh Kumar, Sr. Manager/LKO (Mobile no. 9001044115) , NER Microwave Tower, Badariyabagh, Lucknow-226001
2	150	Sh. Lokranjan Pande, Sr. Manager/PRYJ (Mobile no. 9794104440), 2nd Floor, Microwave Tower Building, N C Railway, Behind DRM Office , Smith Road, Praygagraj-211001
3	225	Sh.Ashish Khandelwal Sr.Manager/JP (Mobile no. 9001044116), Microwave Tower complex, Ganpati nagar, Railway colony-302006
4	225	Sh. Awanish Verma, Sr. Manager/CDG (Mobile no. 9001044119), RCIL, near Telephone Exchange, Railway Station Chandigarh-160102
5	200	Sh. Nitin Kumar, Sr. Manager/Stores (Mobile no. 9001044118), RailTel Office, Thompson Road, New Delhi

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

7.3 Inspection: Inspection shall be carried out by authorized representative of RailTel's.

8. Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:

8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 27,14,000/- (Incl. GST).

8.2 Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Bid Security: Rs. 54,300/- in the form of Pay Order/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of Bid Opening Date. The Bid received without EMD will be summarily rejected.

8.3 In addition to clause 8.2 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 14/15-F, Connaught Place, New Delhi- 110001.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED N R COLLECTION A/C (RCIL)

Account No.	307801010917906
IFSC Code	UBIN0530786
Branch/MICR Code	Connaught Place/110026006

8.4 Eligible MSEs are exempted from EMD.

9. This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” 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 in the form of DD/irrevocable BG from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, 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.

ii. The security deposit/PBG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.

iii. 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 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 New Delhi.

Note 1: ‘Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.’

Note 2: In case of change in the value of Security Deposit/Performance Guarantee as

per latest guidelines issued by GoI, bidder has to submit the revised BG accordingly.

11. Eligibility Criteria for OEM:

- The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of **ONT** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center 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, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

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:

- Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender, or
- Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender, or
- One similar work # each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work# Supply / Supply and Installation of ONT/OLT for any Government department or Public Sector Units or Telecom Service providers or 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 TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

12.2 Financial Criteria for Bidder:

- (i) The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- (ii) 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

12.3. Bidder should have authorization specific to this tender from respective OEM as per Annex-IV.

13. Splitting of Quantity:

13.1 Deleted

13.2 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.

14. Warranty:

14.1 The materials are to be warranted for **3 years** from the date of delivery to the consignee. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture 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.

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 Cards/Modules 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.

14.2. SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

15. Purchaser's Right to Vary Quantities:

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in below para without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA.

(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.

(C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.

16. Long Term Maintenance Support:

Deleted.

17. Payment Conditions: -

(i) In case of supply only: 100% of the value of the part supply of the equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.

(ii) In case of supply and installation:

- a. 80% of the value of the part supply of equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.
- b. Balance 20% of the value of the part supply on successful installation and commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer In-Charge). In case installation and commissioning is delayed on account of RailTel then 20% payment can be released after submission of a Bank Guarantee of equal amount valid for a period of one year.

The following documents are to be submitted for payment:

- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
- Packing list
- Delivery Challan.
- Railway/Transporters Receipt/Consignment Note
- Manufacturer's Guarantee Certificate and in-house Inspection Certificate;
- Inspection Certificate issued by purchaser's inspector;
- Insurance Certificate;
- Proof of SD/PG submitted.
- Certificate of receipt of Goods in Good Condition.
- Declaration of non-applicability of e-invoicing, if applicable.

- Declaration regarding 206AB/206CCA of IT act.

18. 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-V. Non submission of an 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 railway thereunder.

In case of any wrong information submitted by 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 RailTel (RCIL) for 5 (five) years.

19. Power of Attorney:

Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the bidder before issuance of PO.

20. On line Submissions:

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 is ____ Hrs of __.__.____ and the bid will be opened at ____ Hrs of __.__.____.

- (i) Offer letter as per Annexure-II.
- (ii) EMD Submission details.
- (iii) BOQ of offered equipment.
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (v) Data Sheet of offered equipment.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.

- (viii) Certificate from the End user against the Eligibility criteria for OEM para 11.
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (x) Long Term Maintenance Support Proforma as per Annexure-VI.
- (xi) MAF/OEM Authorization as per Annexure-IV.
- (xii) Notarized affidavit on a non-judicial stamp paper as per Annexure-V.
- (xiii) Certificate as per Annexure-VII.
- (xiv) Nil Deviation as per Proforma attached in Annexure-VIII.
- (xv) Power of Attorney as per clause 19.

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the **“Information to the Bidders”** document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: _____**.

In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

Technical Specifications

1. All Equipment should be:

i. With 3 years warranty.

2. SOR wise details are as:

SOR	Item Description	Units	Qty.
SOR-1	ONT as per technical specifications of SOR-1 of Information to Bidder.	Nos.	1000

Technical Specification of SOR Item

SOR : ONT

1.0 GENERAL REQUIREMENTS

- 1.1 Proposed ONT should be wall or table mountable.
- 1.2 Proposed ONT should comply with operating temperatures 0 to 50 °C.
- 1.3 Operating Humidity 5 to 95% non-condensing.
- 1.4 Proposed ONT should comply with power requirements of Input 100-240VAC, 50/60Hz.
- 1.5 ONT should comply with a storage temperature of -30 to 50 °C.
- 1.6 ONT casing should be firm and solid. It should not be easily breakable.

2.0 XPON Uplinks

- 2.1 ONT should have one XPON (EPON PX20+ and GPON Class B+ compatible) port for uplink connectivity.
- 2.2 ONT should be auto-adaptive to GPON and EPON network. It should detect and exchange PON mode automatically.
- 2.3 ONT should support plug and play, auto-detecting, auto-configuration, auto

firmware-upgrade, etc.

- 2.4** ONT should support wavelength: 1490 nm downstream, 1310 nm upstream.
- 2.5** ONT should comply with single mode fiber (ITU-T G.652 / G.657).
- 2.6** ONT should comply with all GPON standards defined in ITU-T G984.1, G984.2, G984.3, G984.4 and G.984.5 including all amendments.
- 2.7** ONT should allow downstream data rate 2.5 Gbps and upstream rate 1.25 Gbps while working in GPON mode.
- 2.8** ONT should allow downstream data rate 1.25 Gbps and upstream rate 1.25 Gbps while working in EPON mode
- 2.9** PON port transmitted optical power should be in the range of 0 to 4 dBm.
- 2.10** PON port receiver sensitivity should be ≤ -28 dBm
- 2.11** PON port should be of Small-Form-Factor (SFF)/BOSA/TOSA type laser with SC connector.
- 2.12** ONT should support a distance up to 20 Km from OLT.

3.0 Ethernet Interfaces

- 3.1** Proposed ONT should have at least two 10/100/1000 Mbps auto adaptive Ethernet interfaces with RJ-45 connector. Ethernet interfaces should support Full/Halfduplex settings.
- 3.2** Ethernet port should allow auto-negotiation or manual configuration with medium dependent interface/medium dependent interface crossover (MDI/MDIX).

4.0 Data Service

- 4.1** ONT should support IEEE 802.1Q, double tagging (Q-in-Q), 1:1 VLAN and VLAN reusing.
- 4.2** ONT should support 64 full range VLAN ID.
- 4.3** ONT should support bridge, router, and bridge/router mixed mode.
- 4.4** ONT should support upto 2K mac address table.
- 4.5** ONT should support IEEE 802.1P QOS with 4 level priority queues. ONT should support SP and WRR queue scheduling policies. ONT should support TOS, COS, DSCP priority and traffic classification.
- 4.6** ONT should support IGMP v1/v2/v3 snooping/proxy and MLD v1/v2 snooping/proxy.
- 4.7** ONT should support integrated port monitoring, port mirroring, port rate limiting, port SLA, etc.

5.0 Residential Gateway

- 5.1** IPv4, IPv6 and IPv4/IPv6 Dual-Stack should be supported.
- 5.2** ONT should support Point-to-Point Protocol over Ethernet (PPPoE) client and DHCP client functionality on WAN port.
- 5.3** ONT should support static IP configuration on WAN Port.
- 5.4** ONT should support NAT/NAPT.
- 5.5** ONT should support firewall and DMZ.
- 5.6** ONT should also support DHCP Server for allocating IPs to residential clients.
- 5.7** ONT should support static route functionality.
- 5.8** ONT should support DNS, DNS proxy, and Dynamic DNS.

- 5.9** ONT should support port forwarding.
- 5.10** ONT should support MAC address filters and URL filtering.
- 5.11** ONT should support L2-L4 packet filtering based on source MAC address, destination MAC address, source IP address, destination IP address, port, protocol, VLAN
- 5.12** ONT should allow diagnostic tools such as ping, traceroute, counters, etc.
- 5.13** ONT should have a facility for Denial-of-service attack prevention. ONT should also support broadcast and loop protection.
- 5.14** ONT should support virtual private network (VPN) pass-through for Point-to-Point Tunnelling Protocol (PPTP), Layer 2 Tunnelling Protocols (L2TP) and IPsec.
- 5.15** ONT should support full triple play services, including voice, video and data.

6.0 Wireless Capability

- 6.1** ONT should support IEEE 802.11 b/g/n wireless standard on 2.4 GHz Band and IEEE 802.11 a/n/ac wireless standard on 5 GHz band (simultaneous dual band support).
- 6.2** 64-bit and 128-bit Wired Equivalent Privacy (WEP) support.
- 6.3** ONT should support WEP/WAP-PSK(TKIP)/WPA2-PSK(AES)
- 6.4** Support of Multiple SSIDs & provision of WPS button functionality.
- 6.5** ONT should support Wireless Multimedia (WMM) feature.
- 6.6** ONT should have a facility for auto wireless channel selection.
- 6.7** ONT should have 4 fixed external MU-MIMO-enabled high-performance 4T4R antennas to cover large areas with antenna gain of 5dBi and rate up to 1200 Mbps should be supported.
- 6.8** ONT should support wireless AP mode.
- 6.9** ONT should support AP steering and band steering.
- 6.10** ONT support upto 128 wireless clients.

7.0 LEDs

- 7.1** Proposed ONT should have the provision of LED notification for the following. Power, PON, LOS, WAN, LAN1, LAN2, WLAN-2.4G, WLAN-5G.

8.0 Management

- 8.1 ONT should support ICMP i.e., ONT should be pinged from RailTel network. A feature of ICMP blocking should also be supported.
- 8.2 ONT should comply with ITU-T G.988 appendix 1 and appendix 2 ONT management. Control interface (OMCI) and OAM.
- 8.2 The firmware of the ONT should allow interoperability and should not block the OLT of other makes.
- 8.3 ONT should allow remote software firmware image upgrade.
- 8.4 ONT should allow storage of two firmware images with software integrity check and possible rollback.
- 8.5 ONT should only allow connection in the RailTel network, and it should block connection to other ISPs.
- 8.6 ONT should support WEB, TELNET and SNMP protocol for management.
- 8.7 ONT should have a reset button for factory default settings.
- 8.8 ONT should support TR-069 for its configuration.
- 8.9 ONT should support Dynamic Bandwidth Allocation (DBA).
- 8.10 ONT should support Advance Encryption Standard 128 Bits (AES) for both downstream and upstream traffic.
- 8.11 ONT should support Forward Error Correction (FEC) for upstream and downstream Traffic,
- 8.12 ONT should support diagnostic parameters such as TX power, RX power, temperature, Supply voltage, transfer distance, warning threshold. etc.
- 8.13 ONT should support IGMP proxy.

9.0 Regulatory compliances

- 9.1 Proposed ONT should comply with the following TEC GR with all amendments.
 - (i) **TEC/GR/TX/PON-001/03/MAR-17** GPON Technology
 - (ii) **TEC/GR/FA/EPN-001/02/SEP-19** for EPON Technology or latest TEC GRs recommendation.

10.0 **Built Quality**

- 10.1 The material of proposed ONT should be rubberized and it should be non-breakable.
- 10.2 The look and feel of the ONT should be industrial grade

Note

- 11.1 To have RailWire logo along with Toll free no. (1800-1039-139) printed-on body.
- 11.2 Lockable with RailWire Network.
- 11.3 All features as per the specification described above of the qualified product will be tested before procurement.

OFFER LETTER

Annexure-II

Joint General Manager/NTP,
Northern Region, RailTel
6th Floor, 3rd Block,
Delhi Technology Park,
Shastri Park, New Delhi,
Delhi-110053

Ref: - Tender No.....Dated: xx.xx.2024

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

3) Online payment vide transaction No. _____ dated _____ for Rs. ___ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANL GAURANTEE 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., 6th Floor, 3rd Block, Delhi-IT-Park, Shastri Park, New Delhi-110053 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....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 New Delhi (indicate detail address of local New Delhi 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) / 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 Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

Dated the day of, 2024

for
(indicate the name of the Bank)

Witness:

1. Signature
Name

2. Signature
Name

Manufacturer Authorization form (MAF)

Joint General Manager/NTP
RailTel Corporation of India Ltd.
6th Floor, 3rd Block,
Delhi Technology Park, Shastri Park,
Delhi – 110053.

Date: _____

Subject: Manufacturer Authorization 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 authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon award
of the bid to execute the **“Procurement of ONT through GeM”** 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

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

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

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:
Dated:

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

**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 shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether

- acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 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.]"

PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING

(To be signed by the Bidder)

To,

**Joint General Manager/NTP,
RailTel Corporation of India Limited
6th Floor, IIIrd Block,
Delhi Technology Park, Shastri Park,
New Delhi-110053**

Tender Reference No.:

Sub: NIL Deviation Compliance

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

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

(END OF TENDER DOCUMENT)
