

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply of DWDM Tester & Firewalls for Telecom Network of RailTel"

Ref: GEM BID No GEM/2026/B/7293891

Dated: 26.02.2026

The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com

TReDS feature available	Yes, RailTel is registered with all four TReDS aggregator's as follows: a). Receivables Exchange of India Limited (RXIL) b). Mynd Solutions (M1xchange) c). TReDS Ltd (Invoicemart) d). C2FO Factoring Solutions Private Limited (C2FO)
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- 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. Thus, all hardware required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
- 2 OEM or Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bids should have a registered office in India to provide sales and 24x7 support in India. **The certificate to this effect should be submitted.**
- 3 In case of the bidder is Authorized dealer/ distributor/ Partner/ Trader authorized by OEM specific to this bid, **a certificate from the OEM to this effect should be submitted as per the Annexure-II (MAF).**
- 4 **GSTIN ID** of vendor should be provided from where goods will be supplied.
- 5 Delivery Period, Consignee Address and inspection
 - 5.1 Delivery Period: The supplier will have to supply the material within **180 days** from the date of issue of confirmed PO.
 - 5.1.1 If the supplier fails to deliver the stores or any installation thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed, the LD a sum equivalent to 0.5 (half) per cent of the prices of any stores (including elements of taxes, duties, freight,

etc.) which the Contractor has failed to deliver, within the period fixed for delivery in the contract or as extended for each week or part of a week, during which the delivery of such stores may be in arrears, where delivery thereof is accepted, after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total PO value provided in the contract.

5.2 Name of locations for Consignee Address: **As per the Annexure-V**. Loading/unloading charges to be borne by the bidder

5.3 **Inspection:**

5.3.1 The supplier/ manufacturer shall give a call for inspection within six weeks of issue of PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/ Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.

5.3.2 The supplier/ manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.

5.3.3 In case material/ equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/ supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.

5.3.4 Inspection of the material including that of raw material if deemed required shall be conducted by RailTel inspecting authority or any other agency/ representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures/ test plan for ensuring that the material offered meets the required specifications.

5.3.5 The material should be offered for inspection within six weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test/ witness inspection shall be provided by the manufacturer/ supplier, free of cost.

5.3.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-

ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

5.3.7 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

5.3.8 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the HOD of the Indenting department should be obtained recording the reasons for it.

6 Estimated cost of tender & Earnest Money Deposit (EMD):

6.1 Estimated cost of tender: Estimated cost of the Tender is **Rs 1,71,92,550/-(Incl. GST)**.

6.2 Earnest Money Deposit (EMD): **Rs. 3,43,900/-** with Payment online through RTGS/internet banking as given below:

Account number: 340601010050446

IFSC Code: UBIN0534064

Bank & Branch Name: Union Bank of India, Yusuf Sarai Branch, New Delhi.

Account Holder Name: RailTel Corporation of India Ltd.

6.2.1 Earnest Money shall be exempted to Micro and Small enterprise (MSEs) registered for the tendered items.

6.2.2 For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

(i) They are exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

6.2.3 Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.

- 6.2.4 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. **Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- 6.2.5 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- 6.2.6 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**
- 6.2.7 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 6.2.8 Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.
- 6.3 Deleted.
- 6.4 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.
- 6.5 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 6.6 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.
- 7 This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012" or latest issued by MoSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

Purchase Preference to MSEs: RailTel reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders. Within this 25 (twenty- five) per cent quantity, the sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by Women the sub-target shall be 3% out of the total 25%.

Preference to Make in India (MII): Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (DoE O.M. No. No. F.1/4/2021-PPD dated 18.05.2023 or latest.

8 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee 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. Performance Security is to be furnished by a specified date [generally 30 (thirty) days after notification of the award] and it should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period. PBG format specified in Annexure-IV.
- ii. Successful tenderer is required to furnish security deposit within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. The performance security should cover warranty period as per the tender conditions.

- iii. The security deposit/PBG shall be submitted to concerned Regional office/Corporate office.
- iv. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The details of RailTel's details for SFMS are as:

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

- **To mandatorily send the Cover message at the time of BG issuance.**
- **IFSC Code of ICICI Bank to be used (ICIC0000007).**
- **Mention the unique reference (RAILTEL6103) in field 7037.**

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at concerned Region. This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause no. 23.

Note:

1. Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

9 Eligibility Criteria:

9.1 Technical Eligibility for Bidder:

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

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

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

Definition of similar Category Products: Supply of Data & Telecom Network.

Note-: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(b) Deleted .

9.2 Financial Criteria for Bidder:

The bidder should have minimum cumulative turnover 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.

- 10 Bidder should have authorization specific to this tender from respective OEM as per Annexure-II. If OEM is directly participating in the Bid, self-declaration in this connection required to be submitted.
- 11 Bidder should not have been blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

12 **Variation of Quantities at the Time of Award**

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

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

13 **Warranty:**

The equipment are to be warranted for **12 months from date of delivery**. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications.

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

14 **Repair and Return Services applicable for Warranty Period (Clause No. 13)**

14.1

14.1.1 Contractor's Responsibility: -

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

The following activities will be performed by the contractor:

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

14.1.2 RailTel Responsibility

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

- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.

14.2 If the contractor fails to return the Equipment /module within 30 days, the following penalties will be imposed:

Items	Duration of repair	Deduction/Penalties
Charger/SMPS module/Battery/ Battery set and Accessories	More than 30 days And upto 40 days (from the date of receipt)	10% of the cost of affected Equipment /module and Accessories
Charger/SMPS module/Battery/ Battery set and Accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected Equipment /module and Accessories
Charger/SMPS module/Battery/ Battery set and Accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected Equipment /module and Accessories
Charger/SMPS module/Battery/ Battery set and Accessories.	More than 60 days (from the date of receipt)	Full cost of affected Equipment /module and Accessories

Contractor 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 **Payment Terms & Conditions: -**

The following documents are to be submitted for payment:

- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
- Delivery Challan/E-way bill
- Contractor's certificate of dispatch
- Inspection Certificate
- Consignee's receipt
- Warranty guarantee certificate of OEM
- Performance Bank Guarantee

a) In case of supply items:

i) **100 %** of the value of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.

b) In case of supply and Installation Items:

i) **80 %** of the value of the supply of the Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.

ii) **20 %** after successful completion of Installation at Sites.

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

15.2 Bill passing and bill paying unit for the supplies under SOR is TP/CO. The bidder will submit certifying receipt of material for passing for payment.

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

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information,

evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

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

17 **Online 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 as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and Bidder vide para - 9.
- (vii) MAF/OEM Authorization as per **Annexure-II**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-III**.
- (ix) Duly **notarized Power of Attorney (backed by the resolution of Board of Directors)** in name of authorized signatory as per Clause no. 21
- (x) **NIL deviation** declarations as per **Annexure- VI**.
- (xi) Self-Certification under preference to “MAKE IN INDIA” Policy as **Annexure- VII**.
- (xii) Make and model details of offered equipments.
- (xiii) A certificate on their letterheads as per clause 25 of ITB (**Annexure-VIII**) shall be submitted by the bidder.
- (xiv) The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. **An undertaking by the Bidder on Company’s letter head to be submitted.**

18 **Offline submission:**

The bidder is required to submit the following documents offline to GM/TP, RailTel Corporate Office, Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi – 110 053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender name and the tender number).

- a. Notarized **Power of attorney** in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per **Annexure-III** on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

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

19 **Make in India**

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

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

In cases of procurement for a value excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

20 **Insurance**

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

20.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser.

21 **Power of Attorney**

Power of attorney **duly notarized** in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender. Power of Attorney issued by the Company (**backed by the resolution of Board of Directors**) in favour of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per the clause-18 above.

22 The guidelines and directives issued by Department of Telecommunication, Govt.

of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be trusted Products". The vendor/OEM shall submit declaration for compliance.

23 Long Term Maintenance Support/AMC:

- 23.1 The Bidder will submit a certificate from OEM towards maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The long-term maintenance support shall be comprehensive and include all hardware and software of equipment etc. supplied against this contract. RailTel should be extended the benefits of software up-grades made by OEM on the system from time to time to improve performance. During this period the following terms and conditions shall be applicable.
- 23.2 Material for replacement shall be handed over to/taken over from contractors engineer at the RailTel's NOC or mutually agreed RailTel PoP location. The cost of replacement etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain responsible to arrange replacement within a week and for setting right at his own cost any equipment which is of defective manufacturing or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.
- 23.3 During this period the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser's Engineer who shall state in writing in what respect the portion is faulty.
- 23.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under clause no. 23 the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- 23.5 Tenderer/OEM shall be paid @ 10% of supply cost 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. If however, the tenderer feels that his AMC Cost is less than 10% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 10% per annum only. AMC would have to be valid for

minimum period of 3 years after the warranty.

- 23.6 Separate LOA/agreement for AMC after warranty period shall be entered with OEM/ Bidder by RailTel. A fresh Bank Guarantee valid for 40 months for 10% of the Long- Term Maintenance Support per year as accepted by RailTel, shall required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation.
- 23.7 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 concerned RailTel representative. No payment is to be released unless Bank Guarantee as per clause 8 is submitted.

The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed. **Any deviation / non acceptance will lead to rejection of the bid summarily.**

- 23.8 RailTel reserve the right to enter the AMC after completion of the warranty period and also extend the AMC period on mutual consent.

Note: If the bidder intends to claim advance payment against the Annual Maintenance Cost, Bidder shall provide a Performance Bank Guarantee (PBG) equivalent to the amount claimed and claimed period plus four months along with a valid warranty certificate from the OEM.

- 24 **Site Acceptance Testing (SAT)**
Deleted

- 25 **Restrictions under Rule 144(xi) of GFR, 2017:**
Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. **A certificate on their letterheads as per Annexure-VIII shall be submitted by all the bidders regarding their compliance with this order.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be 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 to supply otherwise than by tender, registration should be valid at the time of placement of order.

- 26 Other Particulars to be enclosed along with tender:

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

- i) Performance statement of last three years for supply of same or similar items to Railways, BSNL, MTNL, Government PSU's & Telecom Service Providers. This Performance

Statement is to be submitted in following format: -

<i>Year</i>	<i>PO. No. & Date with description of item</i>	<i>Name of the purchaser</i>	<i>Qty. ordered</i>	<i>Date of delivery in the Purchase Order</i>	<i>Qty. supplied within scheduled date of delivery</i>	<i>Qty. supplied during 1st extension</i>	<i>Qty. supplied during 2nd extension</i>	<i>Qty. supplied during 3rd extension</i>
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- **Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.**

Note:

- 1) 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.
- 2) Information to Bidder viz. corrigendum/ addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM 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: GEM/2026/B/7293891
- 4) After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
- 5) 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.

Annexure-I

SCHEDULE OF REQUIREMENTS AND TECHNICAL REQUIREMENTS & SPECIFICATIONS

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

I. SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE) (in Rs.)

Schedule of requirement (SOR) for Procurement of DWDM Tester & Firewalls						
SN	Item Description	Unit	Qty	Unit Rate inclusive of loading/unloading, insurance & freight (in Rs.)	GST (in Rs.)	Total Amount including GST (in Rs.)
Part A	Supply Items					
I	DWDM Channel Monitoring Tester as per technical requirement and Specifications.	Nos	11	Bidder should submit the rates in the financial bid only.		
II	Next Generation Firewall (NGFW) for Gateway Locations as per technical requirement and Specifications.	Nos	4			
III	Firewall Configuration, Integration with Routers, Automation, API and Reporting Solution for auto websites configuration as per technical requirement and Specifications.	Job	1			
Part B	AMC					
a	AMC charges after warranty period for supply of equipment, mentioned in item I of Part A above (@ 10 % per annum)	Job	1			
b	AMC charges after warranty period for supply of equipment, mentioned in item II & III of part A above (@ 10 % per annum)	Job	1			
	Total Amount of both above i.e (A+B)					

II. TECHNICAL REQUIREMENTS & SPECIFICATIONS

1. DWDM Channel Monitoring Tester

1.1 General Specifications

- 1.1.1 Min 5-inch screen
- 1.1.2 Internal memory: Min 1 GB
- 1.1.3 Ports:
 - 2 × USB 2.0
 - 1 × RJ45 LAN (10/100/1000 Mbps)
- 1.1.4 Rechargeable Lithium-Polymer battery with up to 9 hours of operation
- 1.1.5 AC/DC adapter: Input: 100–240 V AC, 50–60 Hz.
- 1.1.6 Electrical safety compliance: EN/IEC 60950-1
- 1.1.7 Operating temperature range: –20°C to +50°C
- 1.1.8 Storage temperature range: –20°C to +60°C
- 1.1.9 Humidity tolerance: 5% to 95% (non-condensing)

1.2 Optical Spectrum Analyzer (OSA) Specifications:

- 1.2.1 Supports testing of CWDM and DWDM signals
- 1.2.2 Wavelength range: 1260 nm to 1650 nm
- 1.2.3 Wavelength uncertainty: ± 0.150 nm (± 18.75 GHz)
- 1.2.4 Readout resolution: 0.01 nm
- 1.2.5 Resolution bandwidth: 0.1 nm
- 1.2.6 Internal wavelength reference
- 1.2.7 Channel spacing range: 37.5 GHz to 200 GHz
- 1.2.8 Maximum number of channels: 256
- 1.2.9 Measurement capabilities:
 - Channel number
 - Channel power
 - Channel wavelength
 - Channel OSNR
 - Channel offset
 - Drift & Drift test parameters:
 - Channel power
 - Channel wavelength
- 1.2.10 Dynamic range: –55 dBm to +23 dBm (per channel)
- 1.2.11 Total safe input power: +25 dBm
- 1.2.12 Noise floor (RMS): –60 dBm
- 1.2.13 Absolute accuracy: ± 0.8 dB
- 1.2.14 Power readout resolution: 0.01 dB

1.2.15 Scanning time: Less than 5 seconds (full band)

1.3 Optical Rejection Ratio (ORR)

- ≥ 25 dB at 0.2 nm (25 GHz)
- ≥ 30 dB at 0.4 nm (50 GHz)

1.4 OSNR Measurement

- OSNR measurement range: Up to 25 dB
- In-band OSNR (On/Off method): Up to 30 dB

2. Next Generation Firewall

SN	Section	Feature	Specification
1	Deployment Mode	Modes Supported	Gateway (Layer 3) and Transparent (Layer 2)
2	Routing	Supported Protocols	OSPF v2/v3, BGP, RIP, IS-IS, Static Routing
		Advanced Routing	Asymmetric Traffic Handling, Policy-based routing, ECMP, Multicast routing (PIM-SM/PIM-SSM) and Bidirectional Forwarding Detection (BFD)
3	IPv6 Support	Compliance	IPv6 ready and USGv6/IPv6 certified
4	NAT	IPv4 NAT Modes	Static NAT, Dynamic NAT, PAT
		IPv6 NAT	NAT64 supported
		Features	Dynamic IP reservation, Session Persistence (Session Stickiness)
5	High Availability (HA)	Modes	Active-Active, Active-Passive, Clustering
		Failure Detection	Interface monitoring, path monitoring
6	Architecture	Hardware	Hardware-accelerated, multi-core CPU architecture
		Security Acceleration	Hardware acceleration for Firewall, IPS, SSL inspection
7	Network	ISP Support	MPLS, ILL, Broadband, dynamic path selection, load balancing, automatic failover, Forward Error Correction
8	Software & Security Modules	Included Modules	Firewall, IPS, Anti-Virus, Anti-Malware, Anti-Bot valid for 1 years
9	Administration, Management & Logging	Access & Alerts	Role-based access control, SNMP v2/v3, alerts
		Integration	Syslog, SIEM integration, AAA

			(RADIUS/TACACS+)
		GUI & Management	Built-in web-based GUI, centralized management support
10	Performance	NGFW/IPS/Threat Protection Throughput	25 Gbps or above Threat Prevention throughput
		New Connections	700,000 connections/sec or above
		Concurrent Sessions	10 million or above
		Virtualization	Support for min 10 Virtual Domains (VDOMs)
11	Ports	1GE RJ45	8 or above
		1GE SFP	8 or above
		10GE SFP+	4 or above
		40G or 25GE	4 or above
12	Management Ports	Web Management	Dedicated management interface
		Console	1 × Console port
		USB	2 × USB ports
13	Power Supply	AC	AC: 100–240VAC
		Redundancy	Dual redundant power supplies
14	OEM Compliance	Compliance	OEM must be ISO 9001, ISO 14001 & ISO 27001 certified The OEM should be registered on Trusted Telecom Portal (Authority: DOT notification No. 20-1263/2021-AS-I Dated: 30.03.2021, https://trustedtelecom.gov.in) .
15	NMS/Device Manager		The proposed system (including log analysis module) shall be managed by a single unified system/Controller. Bidder/OEM is permitted to utilize the existing RailTel Management System.

3. Firewall Configuration, Integration with Routers, Automation, API and Reporting Solution for auto websites configuration.

SN	Section	Feature	Specification
1	Deployment Model	Supported Deployment	Virtual Machine/Container-based deployment
3	Virtualization Support	Hypervisors Supported	VMware ESXi, KVM, Microsoft Hyper-V
		Resource Allocation	CPU, RAM, and storage configurable based on scale
4	Operating System Dependency	Supported OS	Linux-based OS
		OS Management	OS updates and security patches supported

		OS Hardening	CIS benchmark-aligned OS hardening
5	Network Integration	Firewall Integration	Integration with multi-vendor firewalls including but not limited to FortiGate and Juniper SRX etc.
		Router Integration	Integration with routers using BGP
		Routing Automation	Automated BGP route updates and synchronization
6	Automation & Orchestration	Policy Management	Centralized policy and object management
		Deployment	Automated policy deployment across integrated devices
		Change Management	Versioning, rollback, and change tracking
7	API & Integration	API Support	RESTful APIs for configuration, onboarding, and updates
		Webhooks	Event-driven webhook support
		Third-Party Integration	Integration with ITSM, SIEM, SOC, and DevOps tools
		External Application API	API exposed to allow insertion of URLs from external applications
8	DNS & URL-Based Traffic Steering	URL Input Dashboard	Dashboard to input URLs for traffic steering
		DNS Resolution	Automatic DNS lookup to resolve URLs into IP addresses
		DNS Configuration	Configurable DNS lookup intervals and resolvers
		Auto Push to Network	Automatically pushes resolved IPs toward firewall via routing updates
		CDN Coverage	Probe-based distributed DNS queries across multiple upstream DNS servers to identify all possible CDN IPs
9	BGP Traffic Redirection	Route Injection	BGP-based route injection toward routers
		Community Support	Community-based BGP route injection in routers to divert traffic toward firewall
		Dynamic Updates	Automatic update of BGP routes on DNS IP changes
10	Threat Intelligence Integration	Threat Feed Sources	Integration with third-party threat intelligence providers
		Feed Formats	Support for CSV, JSON, and direct API-based threat feeds
		Policy Automation	Automatic firewall policy rule creation and updates based on threat intelligence
		Vendor Independence	Support for multiple threat intelligence providers

11	Security	Communication Security	HTTPS / TLS 1.2 or higher
12	Compliance & Audit	Audit Logging	Full traceability of configuration and policy changes
13	Monitoring & Dashboards	Dashboards	Real-time operational, routing, and security dashboards
		Visibility	Centralized visibility across all integrated firewalls and routers
14	Performance & Scale	Firewall Scale	Supports integration of up to 100 firewalls
		Concurrent Operations	Supports multiple concurrent automation tasks
15	Administration & Management	GUI	Web-based centralized management console
		Access Control	Role-based administrative access
16	Documentation & Support	Documentation	Complete installation and user documentation
i		Hardware	RailTel will provide required Hardware for Proposed Solution

Dated:

RailTel Corporation of India Ltd.

.....
.....
.....

Subject: Manufacturer Authorization form (MAF) to M/s for
.....(To be provided by OEM).

Ref: GeM Bid No. GEM/2026/B/7293891 dated: 26.02.2026

Dear Sir,

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

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

We further extend our warranty for years for our range of products offered by
M/sagainst the above-said bid. However, if Authorized
Distributor/Partner fails to fulfill the support obligation due to any un-foreseen
circumstances, the same shall be provided by us directly or through our
subsidiary/partner in India for the mentioned/remaining period at the quoted prices by
the bidder. I/We have gone through the requirement mentioned in the Tender
Document and shall provide services as per terms and conditions.

Thanking you,
Best regards,

Authorised Signatory

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

(On Non Judicial Stamp paper of Rs. 100/-)

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

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender 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 RailTel Administration shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD and may also lead to any other action provided in the contract including banning of business for a period upto two years in 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 content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of upto two years in RailTel.

DEPONENT

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

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.

Proforma for Performance Bank Guarantee

(On Non Judicial Stamp Paper of Rs. 100/-)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., 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 Agreement No.....dated.....made between.....and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment 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 invocable 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

Consignee Details:

S N	Consignee	Consignee Address	RailTel Region	Items to be delivered
1	Sr Mgr/Store	RailTel Office, NKG Building, 1st Floor, 14 Strand Road Kolkata700001	Eastern Region	SOR -A Item No-1- 2 Nos. Item No.2 – 1 Nos
2	AGM/CNOC	RailTel Corporation of India Ltd, 6th Floor, Block III, Delhi IT Park, Shastri Park, New Delhi- 110053	Corporate office	SOR -A Item No-1- 2 Nos. Item No-3- 1 Nos.
3	Sr Mgr/Store	Sr. Manager/store, Ist floor, Microwave Tower Complex, Railway Colony, Thompson Road, New Delhi- 110002.	Northern Region	SOR -A Item No-1- 2 Nos. Item No.2 – 1 Nos
4	Sr. Mgr/Store	Senior manager/Store, Railtel corporation of India Ltd, Western railway microwave tower, Sports complex, Senapati Bapat Marg, Mahalaxmi (W), Mumbai- 400013.	Western Region	SOR -A Item No-1- 3 Nos. Item No.2 – 1 Nos
5	Secundrabad RailTel	RailTel Corporation of India Limited, Southern Region Office, 2nd Floor, B-Block, Rail Nilayam, Secunderabad - 500025, Telangana.	Southern Region	SOR -A Item No-1- 2 Nos. Item No.2 – 1 Nos

Note: All the locations/stations name given above are tentative and may change. Successful Bidder may ask the final location with complete address after finalizing the tender. RailTel has the right to change location within RailTel & firm has to supply & commission at locations given by RailTel.

PROFORMA FOR NIL DEVIATION COMPONENT COMPLIANCE

Undertaking Letter
(TO BE SIGNED BY BIDDER)

To

General Manager/Projects,
RailTel Corporation of India Ltd.
New Delhi-110023

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2026/B/7293891 dated: 26.02.2026

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

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

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

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

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

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

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure-VII

Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (55%) as defined in above orders for the material against Tender No _____

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

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Annexure-VIII

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership

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

Certificate to be given by the Tenderer:

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

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

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

Check list

SN	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ref no. of Offer
1	Proof of payment of EMD as per Clause-6 of ITB.		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-21 of ITB.		
3	Signed Copy of Tender Document/ Corrigenda		
4	Valid RDSO/TEC/BSNL Approval Certificates as per technical specifications of Annexure-I.		
5	Documents required as per eligibility criteria as per Clause-9 of ITB.		
6	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause-9 & 26 of ITB.		
7	Compliance of all Technical Specifications of Annexure-I, GeM Bid along with ATC document.		
8	NIL deviation declarations as per Annexure- VI		
9	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.		
10	A certificate on their letterheads as per clause 25 of ITB (Annexure-VIII) shall be submitted by the bidder		
11	Bidder should have authorization (MAF) specific to this tender from respective OEM as per Annexure-II of ITB		
12	Certificate of Local Content as per Annexure-VII of ITB.		
	Document uploaded along with Financial Bid/Price Bid Only.		
1	Cost breakup of price indicating Basic rate, GST etc.		