

Information to Bidder for the “Procurement of Cisco Firewall 3105 NGFW Appliance through GeM”.

Ref: GeM Bid No. GEM/2025/B/xx dated: dd.05.2025

- 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. The 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. GST Registration Certificate of vendor should be provided.
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 Northern Region Store Address:

Chief Manager/Stores,
RailTel Office, Thomson Road, New Delhi,
Northern Region.

Note: Following is the site address for the supply, installation, testing and commissioning of the NGFW appliance.

S No.	Site Address
1	Reasi Railway Station (J&K)
2	Bakkal Railway Station (J&K)
3	Dugga Railway Station (J&K)
4	Sawalkote Railway Station (J&K)
5	Sangaldan Railway Station (J&K)
6	Sumber Railway Station (J&K)

7.3.1 Inspection: Inspection shall be carried out by authorized representative of RailTel's/Nominated Agency.

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

8.1 Estimated cost of Tender: Estimated cost of the Tender is **Rs. 1,19,98,766/- (Incl. GST)**.

8.2 Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Bid Security: **Rs. 2,40,000/-** 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 through NEFT/RTGS 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 The EMD/Bid Security shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- Tender cases of value up to Rs. 5 (five) Lakhs.
- Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

Note: In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details and Bid Security Declaration. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The Bid Security Declaration format is attached as Annexure-IX.

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. RailTel’s Bank Details for BG SFMS Report are as under:

Name of bank & address	ICICI Bank
Name of Account holder	RailTel Corporation of India Limited
BG Advising Message	IFN 760COV/IFN 767COV via SFMS
IFSC Code	ICIC0000007
Unique Reference in field 7037	RAILTEL6103

- iv. 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: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted online through NEFT/RTGS 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: Deleted

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

The tenderer must have successfully completed any of the following during last 03 (three) 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 15% of advertised value of the tender, or
- Two similar works[#] each costing not less than the amount equal to 20% of advertised value of the tender, or
- One similar work[#] costing not less than the amount equal to 35% of advertised value of the tender.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid.

#Similar Work# Supply/Supply and Installation of NGFW Appliance for any Government department or Public Sector Units 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:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, 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 /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

12.2.1 Financial Eligibility Criteria of Startup:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from

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

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 The Bidder should be OEM or System Integrator authorized by OEM for Supply & Warranty Support for the NGFW Appliance.

In case of System Integrator, Bidder should have authorization specific to this tender from NGFW OEM as per Annex-IV.

13. Splitting of Quantity: Deleted

- 13.1 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 1 year 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.

16. Deleted.

17. Payment Terms:-

17.1 For Supply Items:

100% payment on full Supply, Installation, Testing & Commissioning.

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.
- Original Consignee receipt.
- Original Inspection Certificate.
- User Acceptance certificate confirming successful Installation, Testing & Commissioning.
- Transit Insurance Certificate.
- Warranty Certificate of OEM.
- 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.

17.2 Bill Passing Authority will be GM/Mktg-II/NR and Bill Paying Authority will be Sr. DGM/Finance/NR.

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

- 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 successful 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) Deleted.
- (ix) Proof of document required against Eligibility criteria of Bidder vide para 12 respectively.
- (x) MAF/OEM Authorization as per para 12.3 and Annexure-IV.
- (xi) Notarized affidavit on a non-judicial stamp paper as per Annexure-V.
- (xii) Compliance to clause 16 as per Annexure-VI.
- (xiii) Certificate as per Annexure-VII.
- (xiv) Nil Deviation as per Proforma attached in Annexure-VIII.

- (xv) Bid Security Declaration as per Annexure-IX.
- (xvi) 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 1 Year Warranty.
- ii. Equipped with necessary hardware/software to comply all above required/support features.
- iii. 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. Hardware and Operating System for Network Devices should be from the same OEM. Disaggregated solution shall not be acceptable.
- iv. OEMs should have their spare depots in India and location & address for same need to be submitted.
- v. OEMs should have 24*7 TAC support in India. Relevant document in support of the same shall be submitted.
- vi. Bidder/OEM can offer third party grey optics, but it should be fully compatible with the offer equipment.
- vii. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

2. SOR wise details are as:

SOR	Item Description	Units	Qty.
SOR-1	Supply, Installation, Testing and Commissioning of Cisco Secure Firewall 3105 NGFW Appliance with 1 year Subscription as per technical specifications of SOR-1 of Information to Bidder.	No.	6
SOR-2	Supply, Installation, Testing and Commissioning of license TD (Threat Defense), AMP (Advanced Malware Protection) and URL filtering for item supplied under SOR-1 with 1 year Subscription as per technical specifications of SOR-2 of Information to Bidder.	No.	6

Technical Specification of SOR Items

SOR-1: Supply, Installation, Testing and Commissioning of Cisco Secure Firewall 3105 NGFW Appliance with 1 year Subscription

and

SOR-2: Supply, Installation, Testing and Commissioning of license TD (Threat Defense), AMP (Advanced Malware Protection) and URL filtering for item supplied under SOR-1 with 1 year Subscription

Feature	Technical Specification
Hardware Architecture	The security platform should provide firewall, application control and IPS from day one
	The appliance should support at least 8 x RJ45, 8 x1/ 10 SFP+ ports from day one with capability to scale and have 8X10G SFP/SFP+ with a addition of a network module in the future
	The appliance hardware should be a 10 core CPU architecture with a hardened operating system and should support at least 60 GB or higher of RAM for running the NGFW feature without interruption
Performance & Scalability	Should support minimum 10 Gbps of NGFW throughput with App-id enabled
	Should support minimum 7 Gbps of threat prevention throughput with minimum App-id , Intrusion prevention and firewalling capabilities enabled
	Firewall should support at least 1M concurrent sessions on L7 or 3 M concurrent sessions on L3/L4
	Firewall should support at least 80K connections per second L7 or 2M connections per second on L3/L4
	Firewall should have redundant hot-swappable fan tray / modules and redundant hot-swappable power supply
	Firewall should support Active/Active or Active passive HA capability.
Next Generation Firewall Capabilities	Firewall should support creating security policies with source/destination zones , network subnets/ranges, geolocation objects, ports/protocols, applications, user/group attributes, URL/URL categories and action on traffic . The actions on the traffic should be like allow, alert, block, block and continue , reset. The firewall should provide time based polices with options for recurring schedule or one time schedule.
	Firewall should support Nat66, Nat 64 & Nat46 functionality
	Should support Static, RIP, OSPF, OSPFv3 and BGP, BGPv6, IGMP, PIM
	The firewall should support application based policy based routing / forwarding.
	Solution should provides capabilities like dynamic real-time metrics based , policy-based, application path selection across multiple WAN connections and supports service chaining for additional services such as WAN optimization and firewalls. The firewall solution should have capabilities like Application Aware Routing, Health Monitoring of the interface, Dual ISP and interface selection based on jitter , packet loss and path monitoring using HTTP packets.
	Should support more than 5000+ (excluding custom application signatures) distinct application signature as application detection mechanism to optimize security effectiveness
	Should be capable of dynamically tuning IDS/IPS sensors (e.g., selecting rules, configuring policies, updating policies, etc.) with minimal human intervention.

	Should support more than 15,000+ (excluding custom signatures) IPS signatures or more. Solution should be able to passively detect endpoints and infrastructure for threat correlation and Indicators of Compromise (IoC) intelligence. The signatures should also have categorization based on MITRE TTP's.
	Should be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.
	Should be able to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.
	Should be capable of detecting and blocking IPv6 attacks.
	The solution should be able to identify, decrypt and evaluate both inbound and outbound SSL traffic on-box. The NGFW shall support the ability to have a SSL inspection policy differentiate between personal SSL connections i.e. banking, shopping, health and non-personal traffic.
	The firewall hardware should have latest 600 GB storage on the firewall
	Solution must support IP reputation intelligence feeds from third party and custom lists of IP addresses including a global blacklist
	Should must support DNS threat intelligence feeds to protect against threats
	The Appliance OEM must have its own threat intelligence analysis centre and should use the global footprint of security deployments for more comprehensive network protection.
	The detection engine should support capability of detecting and preventing a wide variety of threats (e.g., network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).
	Should be able to identify attacks based on Geo-location and define policy to block on the basis of Geo-location
	The detection engine must incorporate multiple approaches for detecting threats, including at a minimum exploit-based signatures, vulnerability-based rules, protocol anomaly detection, and behavioural anomaly detection techniques.
	Solution shall have capability to analyse and block TCP/UDP protocol to identify attacks and malware communications.
	Should support Reputation- and category-based URL filtering offering comprehensive alerting and control over suspect web traffic and enforces policies for more than 80+ categories.
	The solution should provide Configuration Deployment History, Pending Changes and Policy Compare capability before the security policies are deployed on the firewall. It should also provide configuration rollback capacity to the last good configuration running on the firewall.
	The firewall should be provided with the capability to detect files/malwares.
	The firewall should support the capability to integrate with a NAC solution for sharing user information to block any user based on the traffic seen on the firewall
OEM Support	Proposed solution should support 1 years 24x7x365 OEM TAC support and advance Next Business Day Hardware replacement

OFFER LETTER

Annexure-II

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

Ref:- Tender No. GEM/2025/B/xx Dated: dd.05.2025

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 BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited., 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 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 MM, 2025

for
(indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Nam

Manufacturer Authorization form (MAF)

General Manager/Mktg-II,
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. GEM/2025/B/xx dated dd.05.2025

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 Cisco Firewall 3105 NGFW Appliance 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.

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

(To be signed by the OEM)

To

General Manager/Marketing-II,
RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053

E-Tender No. GEM/2025/B/xx dated: dd.05.2025

Sub: OEM undertaking

Dear Sir,

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

A. I/We undertake/Certify that

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

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

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

C. I/We Certify that,

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

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

(ii) I/We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to

the party supplying the software to Customer, if different than _____

- (i) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

- D. I/We have read the clause regarding restrictions on procurement from a OEMs of a country which shares a land border with India; I certify that I/We is/are not from such a country or, if from such a country, has been registered with the Competent Authority, I/We hereby certify that I/We fulfils all requirements in this regard and is eligible to be considered.

Place:

Date:

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

**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,

**General Manager/Mktg-II,
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)

Format for Bid Security Declaration

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

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

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

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

Or

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

Or

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

Or

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

Or

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

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

CHECK LIST (To be Filled up & uploaded)

List of Documents to be Submitted (Online):

SN	Have you submitted the following documents?	Submitted /Complied or Not	Page No./ref No. of Offer
1.	Offer letter as per Annexure-II & as per clause no. 20(i) of ITB.		
2.	EMD Submission details as per clause no. 8 of ITB.		
3.	BOQ of offered equipment as per clause no. 20(iii) of ITB.		
4.	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 20(iv) of ITB.		
5.	Data Sheet of offered equipment as per clause no. 20(v) of ITB.		
6.	Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents as per clause no. 12 of ITB.		
7.	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 20(vii) of ITB.		
8.	Proof of document required against Eligibility criteria of Bidder vide para 12 respectively.		
9.	MAF/OEM Authorization as per para 12.3 and Annexure-IV of ITB.		
10.	Notarized affidavit on a non-judicial stamp paper as per Annexure-V & as per clause no. 18 of ITB.		
11.	Certificate as per Annexure-VII & as per clause no. 20(xiii) of ITB.		
12.	Nil Deviation as per Proforma attached in Annexure-VIII & as per clause no. 20(xiv) of ITB.		
13.	Bid Security Declaration as per Annexure-IX of ITB.		
14.	Power of Attorney as per clause no. 19 of ITB.		

(END OF TENDER DOCUMENT)
