

Bid Specific Additional Terms & Conditions

Information to Bidder for the “Supply of Optical Network Terminal for Ranchi Territory of RailTel Corporation of India Ltd., Eastern Region”

Ref: GeM Bid No. GEM/2025/B/6384181

Dt. 26.06.2025

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

TReDS feature is available	Yes, on m1xchange portal, (URL: https://www.m1xchange.com .)
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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/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 dealer/distributor/Partner/Trader authorised by the OEM specific to this bid should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
3. In case of the bidder is authorized dealer/ distributor/ Partner trader authorised by the OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per Annexure-II (MAF)
4. GSTIN RC of vendor for state should be provided from where goods will be supplied.
5. **Delivery Period, Consignee Address, Inspection**
 - 5.1 **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.
 - 5.2 **Consignee Details:**
Consignee address is available at Annexure – V.
 - 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.

- 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 the same material/ equipment shall be offered without any extra cost, by the manufacturer/ supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 5.3.4 Inspection of the material shall be conducted by representative authorized by RailTel/ER at the firm's premises/consignee location decided by RailTel/ER. The inspection shall be conducted by the inspecting authority as per required test procedures/ test plan for ensuring that the material offered meets the required specifications.
- 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 a foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw materials shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 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 the manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the Head of the Indenting department should be obtained recording the reasons for it.

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

- 6.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 7,76,249.50 (Incl. GST).
- 6.2 Earnest Money Deposit (EMD)/ Bid Security: Rs. 16,000/- in the form of Pay Order/ Demand Draft/Banker's Cheque drawn in favor of RailTel Corporation of India Ltd. payable at Kolkata. The scan copy of PO/DD/Banker's Cheque shall be uploaded with GeM Bid, the original shall be received within 07 days of Bid Opening. The Bid received without EMD will be summarily rejected.
- 6.2.1 In addition to clause 6.2 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, Branch, Branch address: 1/1, Camac Street, Ground Floor, Kolkata – 700016.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED E R COLLECTION A/C (RCIL)
Account No.	401601010519491
IFSC Code	IFSC Code UBIN0540161
Branch/MICR Code	Chowringhee Road /700026016

The Bid received without EMD will be summarily rejected.

6.2.2 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount.

6.2.3 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.

6.2.4 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.

6.2.5 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.

6.2.6 **The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category and Bid Securing Declaration as per Annexure-VIII.** Under MSE category, only manufacturers of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

6.2.7 No exemption is, however, applicable to these units from payment of security deposit/Performance Bank Guarantee.

6.2.8 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**

- 6.2.9 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 6.3 RailTel is registered with m1xchange TReDS platform having buyer registration number. facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 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 claimed 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.
8. **Security Deposit/Performance Guarantee:**
There shall be no exemption for submission of Security Deposit (SD) for any tender or by any tenderer execept for store contracts cases of value up to Rs. 10 (ten) lakhs.
- 8.1 The successful tenderer shall submit security deposit in the form of irrevocable Bank Guarantee from any scheduled commercial bank in India and not from any cooperative bank / NBFC or online payment through RTGS/ Internet Banking for due fulfillment of contract as per the details given below:
- 8.2 Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order rounded off to the nearest higher Rs.1,000/- (one thousand) is required to be submitted within 30 days of issue of notification of award and it should valid for a period of 90 (ninety) days beyond the date of completion of contractual obligations of the supplier, including warranty obligations allowing a claim period of one year (time period between expiry date and claim period) on top of guarantee period.
- 8.3 The successful tenderer is required to furnish security deposit in the form of identified in para 8.1 above and the same should be submitted 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. If the successful tenderer failed to submit Security Deposit/Performance Bank Guarantee within 60 days of award of work, RailTel may terminate the contract. Format of PBG is given as Annexure-IV.

8.4 The Security Deposit/Performance Bank Guarantee shall be submitted to **RailTel Corporation of India Ltd.** Eastern Regional Office at Salt Lake City, Kolkata.

8.5 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.

Detail for online SFMS confirmation using the platform is as below:
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

8.6 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.

Note:

1. Any Performance security up to a value of Rs. 5 Lakhs is to be submitted 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 Criteria for bidder

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

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

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

Definition of Similar Category of Product : “Supply of Data communication/ Networking equipment”.

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

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.

The Bidder should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation Undertaking to be submitted by the Bidder.

9.2 **Technical Eligibility Criteria** for OEMs

The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/ Telecom Service Providers/ Public Listed Company for at least 12 months as on date of opening of tender, in India or Abroad.

Satisfactory Working certificate from End User clearly mentioning the make & model number of the offered Hardware.

An undertaking by the OEM has to be submitted in support, in case issued satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware.

Note: Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

9.3 **Financial Eligibility Criteria:**

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

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

For Startups recognized by Department of Industrial Policy and Promotion DIPP: The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.

(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 OEMs is directly participating in the Bid, self-declaration in this connection required to be submitted.

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

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

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

13. **Warranty:**

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

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

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

14.1 **Repair**

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 equipment will be got replaced by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for failure of equipment.

* All transportation, freight and insurance charges will be borne by the contractor.

14.1.2 RailTel Responsibility

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

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

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

Item	Duration of repair	Deduction/Penalties
ONT	More than 30 days And upto 40 days (from the date of receipt)	10% of the cost of affected ONT
ONT	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected ONT
ONT	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected ONT
ONT	More than 60 days (from the date of receipt)	Full cost of Affected ONT

15. Payment Conditions: -

100% of the value of the part/full supply of the equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.

The following documents are to be submitted for payment:

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

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 JGM/TM/Ranchi

Bill Paying Authority is Head of Finance RailTel, Eastern Region

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 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 RailTel 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)

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

- (i) EMD /Documents against submission of exemption from submission of EMD and Bid securing declaration.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (iii) Data Sheet of offered 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 GeM Bid and 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) Duly 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 as per Proforma attached Annexure-VI.
- (xi) Self certification under preference to MAKE IN INDIA Policy as per Annexure-VII
- (xii) Make and model details of offered requirement.

- (xiii) A certificate on letterhead as per clause-25 of ITB(Annexure-IX)
- (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 Documents:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 within 07 days of opening of tender in a sealed envelope.

- 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"

23. Long Term Maintenance Support/AMC:

Deleted.

24 Splitting of Quantity:

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 Gol guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate on their letterheads as per Annexure-IX shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

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: -

Year	PO No. & Date with Description of item	Name of the Purchaser	Order ed Qty.	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1 st extension	Qty. supplied during 2 nd extension	Qty. supplied during 3 rd extension
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 on. Correct status/supply position of pending orders, if any, should be

invariably indicated. Supporting documents are to be enclosed. Copies of the supply/purchase orders along with the completion report 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/2025/B6384181.
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, TECHNICAL REQUIREMENT & 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.

SCHEDULE OF REQUIREMENTS

SOR	Item Description	Units	Qty.
1	ONT as per technical specifications of SOR-1 of Information to Bidder.	Nos.	345

TECHNICAL REQUIREMENTS & SPECIFICATIONS:

1.0 Operating Requirements

- 1.1 Proposed ONT should be wall or table mountable.
- 1.2 ONT casing should be firm and solid. It should not be easily breakable.
- 1.3 Proposed ONT should comply with operating temperatures 0 to 50 °C.
- 1.4 Operating Humidity 10% to 93% non-condensing.
- 1.5 Proposed ONT should comply with power requirements of Input 100-240VAC, 50/60Hz.
- 1.6 ONT should comply with a storage temperature of 0 to 50 °C.
- 1.7 ONT should support ideal power consumptions of <20W.
- 1.8 ONT should support safety and electronic magnetic interface (EMI) i.e. protection of over voltage/current.
- 1.9 The device Serial No., manufacturing month & year & MAC Id (alphanumeric as well as barcode representation) shall be available on the back side of ONT.
- 1.10 ONT should have one RESET button placed in a suitable recess for making ONT settings to factory default. The switch shall perform its intended operation when it is kept pressed for 6-10 seconds.
- 1.11 ONT memory should be at least 256 MB.

2.0 XPON Uplink Requirement

- 2.1 ONT should have one XPON (EPON PX20+ and GPON Class B+ compatible) port for uplink connectivity.
- 2.2 ONT PON port should be auto adaptive to GPON and EPON network. It should detect and exchange PON mode automatically.
- 2.3 ONT should support plug and play, auto-detecting, auto-configuration, auto firmware-upgrade, etc.
- 2.4 ONT should support wavelength: 1490 nm downstream, 1310 nm upstream.
- 2.5 ONT should comply with single mode fiber (ITU-T G.652 / G.657).
- 2.6 ONT should comply with all GPON standards defined in ITU-T G984.1, G984.2, G984.3, G984.4 and G.984.5 including all amendments.
- 2.7 PON port transmitted optical power should be in the range of 2 to 5 dBm.
- 2.8 PON port received optical power ranges from -27 dBm (receiver sensitivity) to -8 dBm (overload optical power).

2.9 PON port should be of Small-Form-Factor (SFF) type laser with SC-APC connector.

2.10 ONT should support GPON Encapsulation Method (GEM) mode support for IP/Ethernet service traffic support.

3.0 Ethernet Interfaces

3.1 Proposed ONT should have at least two 10/100/1000 Mbps Ethernet interfaces with RJ-45 connector.

3.2 Ethernet interfaces should support auto-negotiation of rates and duplex mode by default.

3.3 Ethernet interfaces should support configuration of rates and duplex modes (Full/Half) settings.

3.4 Ethernet port should allow auto-negotiation or manual configuration with medium dependent interface/medium dependent interface crossover (MDI/MDIX).

4.0 Data Services

4.1 ONT should support IEEE 802.1Q, double tagging (Q-in-Q), VLAN translation.

4.2 ONT should support multiple VLAN (min 8).

4.3 ONT should support bridge, router, and bridge/router mixed mode.

4.4 ONT should support upto 512 mac addresses.

4.5 Ethernet port should support VLAN tagging/detagging per Ethernet port and marking/remarking of IEEE 802.1p.

4.6 ONT should support IP type of service/differentiated services code point (ToS/DSCP) to IEEE 802.1p mapping for untagged frames.

4.7 ONT should support untagged frames for ethernet ports.

4.8 ONT should support different class of Service (CoS) based on VLAN-ID, IEEE 802.1p bit.

4.9 ONT should detected duplicate MAC on a particular Data port.

4.10 ONT should support QOS interface of Strict priority should be supported for 4 or 8 queues.

4.11 ONT should support QOS interface of Weighted Round Robin (WRR) Queue should be supported for 4 or 8 queues.

4.12 ONT ethernet ports should be comply with IEEE 802.3u ,802.3ab, 802.3i.

4.13 ONT should support TOS, COS, DSCP priority and traffic classification.

4.14 ONT should support IGMP v1/v2/v3 snooping/proxy and MLD v1/v2 snooping/proxy.

4.15 ONT should support integrated port monitoring, port mirroring, port rate limiting.

5.0 Residential Gateway

5.1 IPv4, IPv6 and IPv4/IPv6 Dual-Stack should be supported.

- 5.2 ONT should support Point-to-Point Protocol over Ethernet (PPPoE) client and DHCP client functionality (DHCPv4 and DHCPv6) on WAN port.
- 5.3 ONT should support static IP (IPv4/IPv6) configuration on WAN Port.
- 5.4 ONT should support NAT/NAPT, firewall, DMZ, ALG.
- 5.5 ONT should also support DHCP Server (DHCPv4 and DHCPv6) for allocating IPs to residential clients. ONT should also support Radvd for IPv6 implementation.
- 5.6 ONT should support static route functionality.
- 5.7 ONT should support DNS, DNS proxy, and Dynamic DNS.
- 5.8 ONT should support port forwarding.
- 5.9 ONT should support MAC address, IP address and URL filtering.
- 5.10 ONT should support L2-L4 packet filtering based on source MAC address, destination MAC address, source IP address, destination IP address, port, protocol, VLAN.
- 5.11 ONT should allow diagnostic tools such as ping, traceroute, counters, etc.
- 5.12 ONT should have a facility for Denial-of-service attack prevention. ONT should also support broadcast and loop protection, SYN flooding and Ping of Death.
- 5.13 ONT should support virtual private network (VPN) pass-through for Point-to-Point Tunneling Protocol (PPTP), Layer 2 Tunneling Protocols (L2TP) and IPsec.
- 5.14 ONT should support full triple play services, including voice, video and data.
- 6.0 **Wireless Capability**
ONT should support Wi-Fi Standard of IEEE 802.11 a/b/g/n/ac (256 QAM support).
ONT should support simultaneous dual band (2.4GHz and 5GHz).
- 6.1 ONT should support WEP/WPA-PSK(TKIP)/WPA2-PSK(AES).
- 6.2 ONT should support 64-bit/128-bit/256-bit Wired Equivalent Privacy (WEP) support.
- 6.3 ONT should support dynamic WEP key.
- 6.4 Support of Multiple SSIDs & provision of WPS button functionality.
- 6.5 ONT should have a feature of hiding Broadcast SSID.
- 6.6 ONT should support Wireless Multimedia (WMM) feature.
- 6.7 ONT should have a facility for auto wireless channel selection.
- 6.8 ONT should have 2 fixed external MU-MIMO-enabled high-performance 2T2R antennas to cover large areas with antenna gain of 5dBi and rate up to 1200 Mbps should be supported.
- 6.9 ONT should support bandwidth management capabilities.
- 6.10 ONT should support band steering (for 2.4GHz and 5GHz).
- 6.11 ONT support upto 128 wireless clients.
- 6.12 ONT should support per-subscriber Rate Limiting / Traffic Shaping.

- 6.13 ONT should support output power EIRP at antenna port. EIRP should be 29 dBm for 2.4 GHz & 33 dBm for 5 GHz.
- 6.14 ONT should support access Control.
- 6.15 ONT should support 802.1X based authentication.
- 6.16 ONT should support channel bandwidth configuration for 20MHz/40MHz/80 MHz.
- 6.17 ONT should support Implicit/Explicit Beamforming for 2.4 & 5GHz bands.
- 6.18 ONT should support proportionate fair scheduling of the traffic for the Wi-Fi clients in a mix of 802.11a/b/g/n/ac devices connected concurrently to the device.
- 6.19 ONT should support auto mode for Client re-connection (when already latched client comes within WIFI range again)
- 6.20 ONT should support Priority and rate-controlled scheduling.

7.0 **LEDs**

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

8.0 **ONT Management**

- 8.1 ONT should comply with ITU-T G.988 appendix 1 and appendix 2 ONT management Control interface (OMCI) and OAM.
- 8.2 The firmware of the ONT should allow interoperability and should not block OLT of other OEMs.
- 8.3 ONT should have a feature of parental control and should comply policies issued by DOT in this regard.
- 8.4 ONT should allow remote software firmware image upgrade.
- 8.5 ONT should allow storage of two firmware images with software integrity check and possible rollback.
- 8.6 ONT should support WEB, TELNET and SNMP protocol for management.
- 8.7 ONT should support diagnostic parameters such as TX power, RX power, temperature Supply voltage etc.
- 8.8 ONT should support of RSSI for remote trouble shooting.
- 8.9 ONT should support dying gasp.
- 8.10 ONT should support TR069 and standard TR -DM tree/Nodes.
- 8.11 ONT should support provisioning, diagnosis & performance monitoring for triple play services through TR069 & ONT should push the Network diagnostic information.
- 8.12 ONT should support customization of DM tree as per ACS solution deployed in RailTel network.
- 8.13 ONT should have multiple privileged accounts for device management.

9.0 **ONT Locking**

- 9.1 ONT should support locking based on PPPoE Service name.
- 9.2 ONT should support locking for PPPoE based on AC name.
- 9.3 ONT should support locking based on DNS IPs (IPv4 & IPv6) for PPP, DHCP and Static configuration.
- 9.4 ONT should support locking based on public IP pool for both IPv4 and IPv6.
- 9.5 ONT should support FW upgradation locking.

10.0 **Regulatory Compliance**

- 10.1 Proposed ONT should comply with the following TEC GR with all amendments or latest TEC GRs recommendation for GPON and EPON technology.
 - 10.1.1 TEC/GR/FA/PON-002/02/NOV-18 GPON Technology
- 10.2 The Proposed OEM and their quoted product should be approved from National Security Council Secretariat as Trusted source and Trusted Product respectively.
- 10.3 The Proposed OEM should have Mandatory MTCTE certifications required for quoted products.

11.0 **General Conditions**

- 11.1 The OEM should be registered in India under companies act.
- 11.2 The OEM shall have ISO 9001 certification.
- 11.3 The OEM of the XPON ONT shall be ISO-9000 Series Certified
- 11.4 The OEM Should have own manufacturing facility in India with SW & R&D team.
- 11.5 The OEM should have registered office in India and should have been running its operation since last five years in India.
- 11.6 The OEM should ensure that the Intellectual Property Rights of the software should be in India only.
- 11.7 The OEM of XPON ONT should have his own service and support center.
- 11.8 The proposed solution should be locked in RailTel network and with RailTel screen print.

Note:

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

Annexure- II

Manufacturer Authorization form (MAF)

Dated

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

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

Ref: GeM Bid No. GEM/2025/B6384181 dated 26.06.2025

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 **“Supply of ONT”** of our range of products against your above said bid.

We further extend our warranty foryears for our range of products offered by M/s
..... against 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

*

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

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

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

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of 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.
- (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 up to 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.
- (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 **up to two years in RailTel.**

**DEPONENT SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Annexure-IV**PROFORMA FOR PERFORMANCE BANK GUARANTEE****PERFORMANCE BANK GAURANTEE BOND**

(to be in accordance with stam act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt
(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an 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 Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / 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/Kolkata (indicate detailed address of local Kolkata Branch with code no.). The branch at Kolkata 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, 2025

for
(indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

Annexure-V

S No.	Location	Address	Qty. to be supplied
1.	Ranchi	Chief Manager(Tech.). RailTel Corporation of India Ltd Opposite Ranchi Railway Station, P.O - Chutia, Ranchi, Jharkhand 834001 Shri Ashwani Kumar Mobile No. 9883702733	345 Nos.

Annexure-VI**PROFORMA FOR Nil Deviation Component Compliance**

Undertaking Letter
(TO BE SIGNED BY BIDDER)

To,

Principal Executive Director,
RailTel Corporation of India Ltd.
Kolkata – 700 091.

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2025/B/6384181 Dt. 26.06.2025

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
1				
2				

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

(to be printed on company's letterhead)
Self Certification under Preference to “MAKE IN INDIA” Policy
DECLARATION OF LOCAL CONTENT

No _____

Date: _____

To,

Subject : Declaration regarding local content

Reference : (1) DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE- II)
 (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof)

(2) Tender no. _____

(3) Our quotation no. _____ dated _____

Dear Sir,

With reference to the above notifications of DPIIT, we hereby declare the following -

1. We are the manufacturer / we have done value addition to the product quoted vide referred quote
(bidder to select only one option)
2. We have authorized Mr./Ms _____ (name) _____
 designation _____ of our company for giving declaration regarding local content w.r.t.
 the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for
 the signature of above official regarding local content being declared herewith. Now onward above
 mentioned signatory will correspond with your department regarding local content. We understand that the
 local content is not claimed by us on the basis of **profit, warehousing, marketing, logistics, freight,
 transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC
 etc. as local value addition.**
3. The local content in our referred item's quote is _____ % as per above notification of DPIIT.
4. We are Class (I or II) (bidder to choose either one) supplier as per DPIIT Notifications.
5. Local content value addition is at place _____
6. We understand that false declaration of local content %age w.r.t. above DPIIT order will be in breach of
 the code of integrity under rule 175(1)(i)(h) of the General Financial Rules (GFR)2017 for which the bidder
 or its successors can be debarred for upto two years as per Rule 151(iii) of GFR alongwith such other
 action as may be permissible under law.

Date:

Place:

Thanking you.

Yours faithfully

Name : _____

Signature _____

Company seal _____

Annexure- VIII

Note: Bidders exempted from submission of bid security are required to submit this form.

Bid Securing Declaration
(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

To
Principal Executive Director,
RailTel Corporation of India Ltd.,
(Complete Address).

Ref: Tender Document No. GEM/2025/B/6384181, Dt. 26.06.2025

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd. for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 3) receipt by us of your notification
 - a. of cancellation of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorised Representative of the Firm)

Name of the Authorised Representative:
Name of the Firm :

Date :

Annexure -IX

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or 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.]"

Annexure - X

	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/ Document documentary proof of exemption of EMD along with Bid securing Declaration.		
2	Notarized Affidavit as per clause-16.		
3	Notarized Power of Attorney & resolution of Board of Directors as per Clause-21 of ITB.		
4	Signed Copy of Tender Document(GeM Bid and ATC), Corrigenda		
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- 26 of ITB.		
7	Compliance of all Specification of GeM Bid and ATC documents.		
8	Deviation Statement, if any [Clause 17(x)]		
9	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any Telecom entity in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted [Clause 11, 17(xiv)]		
10	A certificate on their letterheads as per clause 25 of ITB (Annexure-IX) shall be submitted by the bidder		
11	Bidder should have authorization specific to this tender from respective OEM as per Annexure-II of ITB		
12	Certificate of Local Content as per Annexure-VII of ITB.		
13	Offline Submission of Notarized Affidavit, Power of Attorney/ Authorization		

(END OF TENDER DOCUMENT)
