#### **Bid Specific Additional Terms & Conditions (ATC)**

Information to Bidder for "Procurement of 02 No. PC Work Stations, UPS, GUI Client Software, Digital Keyboard (Joystick) and LFD for day to day operation and maintenance activity of VSS for RailTel NOC, Kolkata".

Ref: GeM Bid No. GEM/2025/B/7002393, Dated: 16.12.2025

#### Contact Person for the GeM Bid:

#### 1. Sh. Pooran Singh, AGM/Tender

Mobile No. 9007044140

Email ID: pooransingh@railtelindia.com

### 2. Sh. Sanjay Kumar, DGM/NOC

Mobile No.: 9007044162

Email ID: sanjaykumar@railtelindia.com

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

TReDS feature available	Yes, on m1xchange portal
	(url: https://www.m1xchange.com)

- 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 given in Annexure-I.
- 2. OEM or Authorized dealer/ distributor/ Partner/Trader authorized by 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.
- In case of the bidder is authorized dealer/distributor/partner/ Trader authorized by OEM specific to this bid, a certificate from the OEM to this effect should be submitted as per Annexure-II (MAF). If the OEM is quoting, then OEM should submit the certificate.
- 4. GSTIN ID of the vendor should be provided from where goods will be supplied.
- 5. **Delivery Period, Consignee, Inspection:**
- 5.1 Delivery Period: The bidder has to complete the supply within 60 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered quantity per week or part thereof for the undelivered portion subject to the maximum to the 10% of the contract value will be levied.
- 5.2 Consignee and Contact person: As per Annexure-V
- 5.3 **Inspection:**
- 5.3.1 The supplier/ manufacturer shall give a call for inspection **within three 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 three 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 complied 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 supplier's/ Manufacturer's facility in India, 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 and Earnest Money Deposit (EMD)/ Bid Security:
- 6.1 **Estimated cost:** The Estimated cost of the GeM Bid is **Rs. 4,16,515.45 (Incl. GST)**
- 6.2 **Earnest Money Deposit (EMD):** 
  - 6.2.1 Earnest Money Deposit (EMD)/ Bid Security: As the estimated cost of the tender (Incl. GST) is less than Rs. 5.00 Lakh, all the bidders are exempted from submission of EMD.
  - 6.2.2 However, in lieu of EMD, all the bidders must furnish Bid Security Declaration (BSD) as per 'Annexure-VIII'. **If the bid is submitted without Bid Security Declaration (BSD), it will be summarily rejected.**

#### 6.3 TReDS Platform:

- 6.3.1 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is https://m1xchange.com. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 6.3.2 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.
- 6.3.3 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 6.3.4 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. **Purchase Preference to MSEs**: 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. Performance Guarantee Amount (PG):

There shall be no exemption from submission of Performance Guarantee (PG) for any tender or by any tenderer except the store contract cases of value up to Rs. 10 (Ten) lakhs.

The successful tenderer shall submit Performance Guarantee 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 or FDR for due fulfillment of contract as per the details given below:

- 8.1 Performance 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 be 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 01 (one) year (time period between expiry date and claim period) on top of guarantee period.
- 8.2 The successful tenderer is required to furnish Performance Guarantee 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 Guarantee should cover the warranty period as per the tender conditions.

If the successful tenderer failed to submit Performance Guarantee within 60 days of award of work, RailTel may terminate the contract.

The PBG format is specified in **Annexure-IV**.

8.3 The Performance Guarantee shall be submitted to **RailTel Corporation of India Ltd**. Eastern Regional Office at below mentioned address.

#### AGM/Tender.

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

8.4 In case of PBG: 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 the 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 RailTel's Bank.

Details 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

8.5 The Performance 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 Guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161 Account Type: Current Account Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 2. In case of submission of Performance Guarantee in form of FDR (More than 5 Lakhs), then lien should be created in favor of "RailTel Corporation of India Ltd.".
- 3. No interest shall be paid on the amount of Performance Guarantee 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 Desktop Computers/ PC Workstation or Office Printers or Video Wall or Laptop etc.".

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 Financial Eligibility Criteria for Bidder:

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 OEM is directly participating in the Bid, self-declaration in this connection is 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:

All the material is to be warranted for **3 (three) years** from the date of supply and Installation. The tenderer shall warrant that materials to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing 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.

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

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

#### 14.1 **Repair:**

#### 14.1.1 Contractor's Responsibility: -

The Contractor will take-over the defective material 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 material 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 material.

\* 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 During hardware failure, if contractor need to carry faulty hardware to their premises. Contractor must provide temporary hardware and up the system within 24 Hrs. and replaced hardware must be same specification or higher. (i.e. RAM, Motherboard, Processor, GUI, LAN, monitor & UPS etc.).

Hardware specification lower than existing will not be accepted at all. Otherwise, necessary penalty must be imposed as under:

#### 10% per day as per cost of affected item.

#### 14.3 During Repairing/Replacement:

The Original supplied faulty hardware to be repaired and returned within 05 (five) days. If the contractor fails to return the material within 05 days, the following penalties will be imposed:

Item	Duration of repair/ replacement	Deduction/Penalties
PC Work Stations, UPS, GUI Digital Keyboard (Joystick) and LFD	More than 5 days and up to 10 days (from the date of receipt)	10% of the cost of affected item
	More than 10 days and up to 15 days (from the date of receipt)	25% of the cost of affected item
	More than 15 days and up to 20 days (from the date of receipt)	75% of the cost of affected item
	More than 20 days (from the date of receipt)	Full cost of defective item

#### 15. Payment Terms:

The following documents shall be submitted for payment:

- i. Original Tax Invoice (with separate tax amount, Containing POS, RailTel GSTIN and supplier GSTIN)
- ii. Delivery Challan
- iii. E-way Bill
- iv. Contractor's certificate of dispatch
- v. Original Consignee's receipt for receipt of goods in good condition
- vi. Inspection Certificate
- vii. Warranty certificate from OEM

- viii. Proof of PG/SD submission
- ix. Proof of insurance certificate, if material supplied through transporter

100% of the payment after completion of supply, Installation and commission of the equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.

- 15.1 Any changes in the statutory taxes & duties during the contract period shall be on RailTel account within 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 Authority: Sr. DGM/Project/Eastern Region.
- 15.3 Bill paying Authority: Head of Finance/Eastern Region.
- The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their 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.

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 the tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL).

#### 17. Online Submissions:

The bidder is required to upload and submit the following documents online before due date & time of the bid. The due date & time for closing of the bid is as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) Bid Security Declaration as per Annexure-VIII.
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM and bidder vide para-9
- (vii) MAF/OEM Authorization as per Annexure-II
- (viii) Notarized affidavit on a non-judicial stamp paper as per Annexure-III
- (ix) Duly notarized Power of Attorney (backed by resolution of board of directors) in name of authorized signatory as per Clause no. 21.
- (x) Nil deviation Declaration as per Annexure-VI

- (xi) Self-Certification under preference to "MAKE IN INDIA" Policy as Annexure-VII.
- (xi) Make and model details of the offered equipment
- (xii) A certificate on letterhead as per clause 25 of ATC (Annexure IX)
- (xiii) Make and model of the offered material/ equipment.
- (xiv) The bidder should not have been backlisted by Central Govt./State Govt./CPSU/any reputed Telecom entity 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 original documents offline within 7 days of opening of bids to:

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

- 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.
- c. Bid Security Declaration (If applicable).

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:**

The 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 the Board of Directors) in favor of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per clause-18 above.

#### 22 Not used

#### 23 Long Term Maintenance Support/AMC:

Not Applicable

#### 24. Site Acceptance Testing (SAT)

Not applicable

#### 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 the 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 the following format: -

Year	PO No. & Date with Descriptio n of item	Name of the Purchas er	Orde r ed Qty.	Date of deliver y in the Purch a se Order	Qty. supplied within schedule d date of delivery	=	Qty. supplie d during 2nd extensi on	Qty. supplied during 3rd extensio n
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. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

• Complete Tender document (ATC) 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/B/7002393.
- 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.
- In case, if there is any contradiction between RailTel's Bid Specific Additional Terms & Conditions and GeM's General Terms & Conditions; RailTel's Bid Specific Additional Terms & Conditions will prevail.

#### **Annexure-1**

# **Schedule of Requirements and Technical Specifications:**

# I. Schedule of Requirements:

SOR No.	Description	Unit	Qty.	Unit Rate incl. GST (Rs.)	Total Amount incl. GST (Rs.)
SOR 1	Supply of PC Workstation for viewing, monitoring and system management including 4K UHD 24 inch LED Monitor, all required licensed software	No.	2	135917.39	271834.78
SOR 2	Supply of spike buster 500VA UPS with backup for 30 minutes power failure without interruption, and all other required accessories with Battery (30 Mins Battery Backup).	No.	2	2898.97	5797.94
SOR 3	Supply of Graphical User Interface based Client Software (per workstation basis) for workstation	No.	2	1557.82	3115.64
SOR 4	Supply of Digital Keyboard (Joystick) compatible with P/T/Z cameras along with all accessories required for installation purposes	No.	2	29590.95	59181.90
SOR 5	Supply of Large Format Display Monitor (55 inch or Higher) along with all accessories required for installation purposes	No.	1	76585.19	76585.19
Total					4,16,515.45

Note: The bidder has to quote the rate on GeM Portal for all the SORs as combined.

(Rupees Four Lakh Sixteen Thousand Five Hundred Fifteen and Forty-Five Paisa only)

# II. Technical Specifications:

#### **SOR-1: Technical Specification of PC Workstation:**

As per Clause No. 11.0 of RDSO Specification of IP Based Video Surveillance System Specification No. RDSO/SPN/TC/65/2021 Version 6.0 or latest with all amendments.

Note: PC Workstation should also have atleast 2 nos. of HDMI Port to connect LFD Monitors.

The PC Workstation should have the following minimum specifications:

SI. No.	Parameter	Specification
i.	Processor	Latest generation x86 Intel Processor/ AMD Processor
ii.	No. of Cores	4 Cores or higher
iii.	No. of Threads	8
iv.	Frequency	3.0 GHz or higher
V.	Cache	10 MB
vi.	Memory	16 GB or higher DDR4 SDRAM or latest
vii.	Operating System	Windows Operating System or Linux, latest
viii.	LAN/ Ethernet	10/100/1000 base T, Onboard/ on slot Gigabit Ethernet (RJ45), IPv6 compliant
ix.	Graphics Card	One no. of dual Port 4 GB NVIDIA Quadro Graphic Card or dual Port 4 GB AMD Radeon Pro WX Graphic Card or similar with Full HD and 4K UHD resolution display support.
X.	Hard Disk Drive	2 x 500GB : SATA (5400 RPM or higher) / SSD
xi.	RAID Controller	RAID Controller with RAID 0/1 configuration.
xii.	DVD R/W Drive & USB Ports	Required
xiii.	USB/ PS/2 mouse and keyboard	Required
xiv.	Regulatory Approvals/ Certifications	BIS (IS-13252: Part 1: 2010 or latest) certification for Safety and BIS/CE/FCC Certifications for EMC & Immunity.
xv.	Monitor	4K UHD LED Monitor of 24-inch size or as specified by the purchaser shall be provided along with PC Workstation.
xvi.	Warranty	3 Years from the date of installation

# **SOR-2: Technical Specification of 500VA UPS:**

The spike buster 500VA UPS with backup for 30 minutes shall have the following minimum specifications:

SI. No.	Parameter	Specification
_		500VA/ 450 W, better as per actual
i.	Capacity	requirement
ii.	Technology	IGBT
iii.	Wave form	Pure Sine wave
iv.	Display	LCD/LED
V.	Input power factor correction	0.9
vi.	Input configuration	1Ph, L-N+PE
vii.	Output Power factor	0.9 or better
viii.	frequency (Input)	50Hz frequency
ix.	frequency (output)	50Hz +/- 0.5Hz frequency
X.	Voltage Range (Bypass)	230VAC+/-15%
xi.	V threshold	3% max full linear load, 6% max on Nonlinear load
xii.	Crest factor	3.0 or better
xiii.	AC-AC Efficiency	85% or better
xiv.	Transfer time Main-Battery	0
XV.	Transfer time Inverter-Bypass	4 m sec
xvi.	Emergency Power off function	Yes
xvii.	Monitoring software for	Battery, health of UPS, any critical parameter change
xviii.	Communication	SNMP V1/V2/V3
xix.	Port	USB
XX.	Battery Type	SMF
xxi.	Battery backup	30 Minutes on full load (Single bank) with 750 (minimum) VAH battery size (Battery to be installed in separate wall mount cabinet)
xxii.	<b>Environmental Parameter</b>	
Α	Operating Temperature Range	0-55 deg
В	Over Temperature, Load on Battery, Battery on Charge, Battery low, Mains on	Indication required
С	Input AC mains and output power supply surge protection	inbuilt
D	Humidity	0% to 95% non-condensing
Е	Noise Level	50 dBA max
F	Size	not more than 2U rack mountable
xxiii.	Protection	IP20
Α	Mechanical Parameter	EMI or equivalent BIS/IS standard
В	Safety	EN or equivalent BIS/IS/IEC standard
С	Performance	IEC/EN or equivalent BIS/IS standard
D	Voltage Range	175-280 VAC (1-phase) @ 100% load
xxiv.	Warranty	3 Year

#### SOR-3: Technical Specification of Graphical User Interface based Client Software:

As per Clause no. 18.2 of RDSO Specification of IP Based Video Surveillance System Specification no. RDSO/SPN/TC/65/2021 Version 6.0 or latest with all amendments.

The Graphical User Interface based Client Software (per workstation basis) for workstation shall have the following minimum specifications:

SI. No.	Specification
	The GUI software shall perform the following applications simultaneously without interfering with any of the storage server operations (recording, alarms, etc.):-  i. Live display of Cameras.
	ii. Live display of Camera sequences.
1	iii. Control of PTZ Cameras.
1	iv. Playback of archived video.
	v. Retrieval of archived video. vi. Instant replay of live video.
	vii. Use of graphical controls (maps) and alarm management.
	viii. Configuration of system settings.
2	The GUI software shall support any form of IP network connectivity including LAN, WAN and wireless LAN technologies.
3	The GUI software shall support multicast and unicast video streaming.
4	The GUI software shall provide an authentication mechanism, which verifies the validity of the user.
5	The GUI software shall allow for live monitoring of video.
6	It shall enable view of 1 to minimum 16 video tiles simultaneously on a single digital monitor at 25 fps per Camera.
	The software shall provide on each of the digital monitors independently the following tile views:
7	i. Full screen ii. Quad view
1	iii. 4x4 (16-view)
	iv. The Software shall also support any other window division based on the site requirement.
	The GUI software shall allow operators to view an instant replay of any Camera.
8	<ul> <li>The operator shall be able to define the amount of time he wishes to go back from a timeline bar or through a custom setup period.</li> </ul>
	<ul><li>ii. The operator shall be able to control the playback with play, pause, forward, and speed buttons.</li></ul>
	The operator shall be able to choose and trigger following minimum action from a macro/site map:
9	i. View Camera in a video tile.
·	ii. View map or procedure in a video tile.
	iii. Starting/stopping PTZ pattern. iv. Go to PTZ preset.
10	The GUI software shall provide management and control over the system using a standard PC mouse, keyboard and Digital keyboard.
11	The GUI software shall display all Cameras attached to the system regardless of their physical location on the network.
12	The GUI software shall display all Camera sequences created in the system.
13	The GUI software shall allow operators to control (pause/play, skip forwards, skip backwards) Camera sequences.
14	The GUI software shall display all Cameras, sequences and users in a logical tree.

15	The GUI software operator shall be able to drag and drop a Camera from a tree of available Cameras into any video tile for live viewing.
	The GUI software operator shall be able to view the Camera from a tree of
16	I I
	available Cameras into any video tile for live viewing.
47	The GUI software shall support graphical site representation (map) functionality,
17	where digital maps are used to represent the physical location of Cameras and
	other devices throughout facility.
18	The maps shall have the ability to contain hyperlinks to create a hierarchy of
	interlinked maps.
19	The GUI software operator shall be able to view the Camera from a map into a
	video tile for live viewing in the same browser without opening a new browser.
20	The operator shall be able to click on an icon in a map to initiate PTZ Camera
20	preset, run PTZ pattern, view Camera in an analog monitor or send an I/O stream.
21	The GUI software shall support digital zoom on a fixed Camera
21	streams.
22	The GUI software shall support digital zoom on a PTZ Camera
22	streams.
23	The operator shall be able to control Pan, Tilt and Zoom patterns of PTZ Camera.
24	The software shall be able to display video of Cameras on 55 inch Large Format
24	Display Monitors and Workstation Monitors.
25	The software shall allow the control of display from the client PC.
26	The operator from the GUI software shall be able to decide the screen layout and
20	also the Cameras that shall be displayed on the monitors.
27	The software shall support multicasting.
28	It shall be possible to switch the screen layout in response to an alarm.
20	The GUI Software shall support text superimposing the title and date & time on
29	the video.
	Security Verification Certification: The Video Management Software shall have
	security features which can be deployed meeting all the parameters applicable to
20	software for security, vulnerabilities, etc. with relevant and equivalent safeguards
30	as per the latest OWASP Top 10 from STQC (Ministry of Electronics & information
	Technology) only for testing and issuing the certificate / clearance (as per
	Amendment No. 3, Dt. 23.10.2024).
31	Warranty: 3 Year
L	<u> </u>

# SOR-4: Technical Specification of Digital Keyboard (Joystick):

As per Clause No. 8.0 of RDSO Specification of IP Based Video Surveillance System Specification No. RDSO/SPN/TC/65/2021 Version 6.0 or latest with all amendments.

The Digital Keyboard (Joystick) compatible with P/T/Z cameras along with all accessories shall have the following minimum specifications:

SI. No.	Specification
1	The Digital Keyboard shall be fully functional, multipurpose keyboard used for controlling of connected PTZ Camera.
2	Digital Keyboard shall include an integral variable speed Pan, Tilt, Zoom joystick and shall be able to select PTZ Camera.
3	Digital Keyboard shall support RS-232/RS-485 or Ethernet or USB port connectivity and shall be supplied along requisite interface units.
4	Digital Keyboard shall be of same make as PTZ Camera.
5	The Digital Keyboard shall be able to withstand $0^\circ$ C to + $50^\circ$ C temperature and Humidity of 20 to 80% RH non-condensing.
6	The Digital Keyboard shall have BIS (IS-13252: Part 1: 2010 or latest) certification for Safety and BIS/CE/FCC Certifications for EMC & Immunity. The Regulatory Approvals/ Certifications are to be provided from NABL/NABCB accredited Labs or internationally reputed and accredited Labs/Agencies (as per Amendment No. 3, Dt. 23.10.2024).
7	Warranty: 3 Year

#### **SOR-5: Technical Specification of Large Format Display Monitor:**

As per Clause No. 9.0 of RDSO Specification of IP Based Video Surveillance System Specification No. RDSO/SPN/TC/65/2021 Version 6.0 or latest with all amendments.

- A. Large Format Display Monitors shall be used for displaying multiple Camera videos in conjunction with viewing workstation. These monitors shall be suitable for 24x7 (round the clock) use.
- B. One such Monitor shall display minimum 16 Cameras on a single unit. Selection of these Cameras shall be as per software specifications.
- C. Large Format Display Monitors shall be LED backlit type and shall have the following minimum specifications:

SI. No.	Parameter	Specification
i.	Screen Size	55" (inches) or larger
ii.	Video Resolution	Full HD (1920 x 1080)
iii.	Brightness	350cd/m2 or above
iv.	Contrast Ratio	1100:1
V.	Viewing angle (H/V)	1700
vi.	Response Time	≤ 12 ms
vii.	Digital Input	HDMI
viii.	Analog Input	RGB/VGA/BNC
ix.	USB Port	01 no.
X.	External Control	RJ45
xi.	Display Control	Monitor control on screen display, programmable with remote.
xii.	Regulatory Approvals/ Certifications	BIS (IS-13252: Part 1: 2010 or latest) certification for Safety and BIS/CE/FCC Certifications for EMC & Immunity (as per Amendment No. 3, Dt. 23.10.2024).
xii.	Warranty	3 Year

#### Annexure-II

# Format of Manufacturer Authorisation form (MAF)

Principal Executive Director, Eastern Region,
RailTel Corporation of India Ltd.
19 <sup>th</sup> Floor, Aurora Waterfront Building, Plot
No. 34/1, Block GN,
Sector-V, Salt Lake City, Kolkata – 700 091.
Subject: Manufacturer Authorisation form (MAF) to M/s for
<b>Ref: GeM Bid No.</b> GEM/2025/B/7002393, dated: 16.12.2025
Dear Sir,
We, M/s, are established and reputed manufacturer and service provider of(Product details) having our registered office at
We hereby authorise M/s(bidder name), Office to participate in the above referred bid
and subsequently upon award of the bid to execute the "," our range of products against your above said bid.
We further extend our warranty for years for our range of products offered by M/sagainst the above-said bid.
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	s. ne rn

- (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 tenderer's, 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 along with the offer and same shall be binding upon me/us.
- (vi) I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- (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 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, along with forfeiture of EMD and Performance Guarantee besides any other action provided in the contract including banning of business for a period of 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.

DEPONENTSEAL AND SIGNATURE OF THE TENDERER

Place: Dated:

<sup>\*\*</sup> 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 BOND

(To be in accordance with Stamp act)
[To be used by approved scheduled commercial bank, (either Private or PSU) but not from any cooperative Bank or NBFC]

1.	Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt
	the demand, under the terms and conditions of an Purchase Order/LOA No
	of Performance Guarantee 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
	the name of the Bank) hereinafter referred to as "the Bank") at the request of
2.	We , (name of the 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,
4.	We,
5.	We, (indicate the name of Bank) further agree with

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.

6.	This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).							
7.	We, (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.							
8.	invo	okable at our pla	B ce of business at a nch with Code No		/Kolka	ata (indicat	te detailed add	lress
9.	Notwithstanding anything contained herein,							
	1. 2. 3.	This Bank Guar We are liable to only and only if	ler the Bank guara rantee shall be va pay the guarante you serve upon it of expiry of guara	lid up to ed and or any s a written cla	part therec	and of under thi	is Bank Guara	
Dated the	)	day of	2025					
				fo			e of the Bank)	
		Witness						
1.		Signature						
		Name						
2.		Signature						
		Name						

Annexure: V

#### **Consignee Details:**

# Consignee Address: Kolkata

Asstt. GM/Tech/Store,

RailTel Corporation of India Ltd.,

C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue,

Panihati, Dhankal, Kolkata – 700114

#### **Contact person Details:**

Sh. Surajit Roy

Mob. No. 9007044137

Email ID: surajitroy@railtelindia.com

Annexure-VI

# PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter

(TO BE SIGNED BY BIDDER)

To,
Principal Executive Director,
RailTel Corporation of India Ltd.
19<sup>th</sup> Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2025/B/7002393, Dt. 16.12.2025

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 co	ontent
Reference:	II) (E-29930) dated 26.11.202	ommerce, Gol, notification no. P-45021/102/2019- PP(BE-0 , 4 March 2021 (and any amendment thereof)
D 0:		dated
Dear Si	r,	
With ref	ference to the above notification	s of DPIIT, we hereby declare the following -
	are the manufacturer / we have of the select only one option)	done value addition to the product quoted vide referred quote
desig w.r.t. respo Now conte <b>ware</b>	the referred DPIIT notification onsibility for the signature of about onward above mentioned signature. We understand that the location of the content of th	(name) f our company for giving declaration regarding local content (s) and any amendment thereon. Our company owns the ove official regarding local content being declared herewith. atory will correspond with your department regarding local ocal content is not claimed by us on the basis of profit, ics, freight, transportation, insurance, installation, es 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 a	are Class (I or II) <i>(bidder to choo</i>	se either one) supplier as per DPIIT Notifications.
5. Loca	ıl content value addition is at pla	ce
brea for w	ch of the code of integrity under	n of local content %age w.r.t. above DPIIT order will be in rule 175(1)(i)(h) of the General Financial Rules (GFR)2017 is can be debarred for upto two years as per Rule 151(iii) of may be permissible under law.
Date: Place:		
Thankir	ng you.	Yours faithfully
		Name : Signature
		Company seal

**Annexure-VIII** 

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

	(on Company Letterhead)
Bidder's Name	
[Address and Contact Details]	
To	

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

Ref: GeM Bid No. GEM/2025/B/7002393, Dt. 16.12.2025

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 Security Declaration In lieu of Bid Security (EMD).

We unconditionally accept the conditions of this Bid Security 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 Guarantee within the stipulated time under the conditions of the Tender Document.
  - b. Fail or refuse to sign the contract.

We know that this bid-Security 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 Aurhorised Representative: Name of the Firm :

Date:

#### Annexure - IX

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - 1. An entity incorporated, established or registered in such a country; or
  - 2. A subsidiary of an entity incorporated, established or registered in such a country; or
  - 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - 4. An entity whose beneficial owner is situated in such a country; or
  - 5. An Indian (or other) agent of such an entity; or
  - 6. A natural person who is a citizen of such a country; or
  - 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation -.
  - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control

over the trust through a chain of control or ownership.

- 6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### Certificate to be given by the Tenderer:

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

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

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

\*\*\*\*\*\*

#### Annexure - X

SI. No.	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ Ref. No. of offer
1	Bid security Declaration (Mandatory)		
2	Notarized affidavit as per clause-16 (Mandatory)		
2	Notarized Power of Attorney & resolution of Board of Directors as per Clause-21 of ITB (Mandatory)		
3	Signed Copy of Tender Document (GeM Bid and ATC), Corrigenda (Mandatory)		
5	Documents required as per eligibility criteria as per Clause-9 of ITB (Mandatory)		
6	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause- 26 of ITB (Mandatory)		
7	Compliance of all Specification of GeM Bid and ATC documents (Mandatory)		
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)] (Mandatory)		
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. (Mandatory)		