

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply and Supervision of Testing & commissioning of Tier – 2 Juniper Router along with SFP and Patch Chords at Various locations of RailTel"

Ref: GeM Bid No. GEM/2021/B/1448238.

- 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*
 1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
 2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
 3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted.
 4. Equipment offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
 5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unite rates should correspond to the referred unit rate. Priced BOM/SOR submitted with technical bid will be summarily rejected.
 6. GSTIN ID of vendor should be provided from where goods will be supplied.
 7. **Delivery Period, Consignee Details and inspection**
 - 7.1 **Delivery Period:** The supplier will have to supply the material 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/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

7.2 Consignee Details:

Material shall be delivered at the sites of following Regions. The supplier shall ship the material to respective consignee without any additional cost to RailTel.

S. No.	Description	Unit	Quantities			
			Northern Region (NR)	Eastern Region (ER)	Western Region (WR)	Southern Region (SR)
1	Enhanced MX Switch Control Board, Base Bundle including warranty of 5 years	No	4	10	6	6
2	12 x QSFP+/QSFP28 multirate port line card bundle, price includes full scale L2/L2.5 features and reduced scale L3 features. 4 ports out of 12 support QSFP 28. Full scale Per-VLAN queueing, HQoS. Optics sold separately including warranty of 5 years	No	5	6	5	8
3	100GBASE-SR4 QSFP28 pluggable module, support only Ethernet rate including warranty of 5 years	No	10	12	10	16
4	SFP+ 10GE pluggable transceiver, MMF, 850nm for 300m transmission including warranty of 5 years	No	20	24	20	32
6	XCVR, QSFP, 4X 10.5GBPS, 40GBASESR4, 100/150m MMF, Limiting, XLPPI electrical interface, MPO, ROHS compliant, Gen4 with 3 year warranty.	No	5	6	5	8

7	40G Multimode, Fanout Cables, MPO 10 meter Plenum Fiber Optics Cables, 40Gb MTP (MPO)/4LC Breakout, OM3 with 3 years warranty	No	5	6	5	8
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Details of regions are given below:

SN	Region	Regional offices	Addresses	States
1.	Northern Region	New-Delhi	Regional General Manager 6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.	Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttaranchal.
2.	Eastern Region	Kolkata.	Regional General Manager. 3rd Floor, Chatterjee, International Centre,33-A Jawaharlal Nehru Road, Kolkata-700071.	West Bengal, Orissa, Bihar, Madhya Pradesh, Chhattisgarh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.
3.	Southern Region	Secunderabad	Regional General Manager 2nd Floor B-Block, Rail Nilayam, Secunderabad-500071.	Andhra Pradesh, Tamil Nadu Karnataka, Kerala, Pondicherry.
4	Western Region	Mumbai	Regional General Manager Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.	Gujarat, Maharashtra, Karnataka, Rajasthan, Madhya Pradesh, Goa.

Note: Consignee ID and Zip code mentioned in BOQ and consignee details given in GeM bid document are indicative. Above clause 7.2 should be considered by bidder while quoting.

7.3 Inspection:

- 7.3.1 The supplier/manufacturer shall give a call for inspection within six weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.
- 7.3.2 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.
- 7.3.3 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 7.3.4 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.
- 7.3.5 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.
- 7.5.6 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the HOD of the Indenting department should be obtained recording the reasons for it.

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

- 8.1 Estimated cost of tender:** Estimated cost of the Tender is Rs. 4,37,13,934/- (Incl. GST).
- 8.2 Earnest Money Deposit (EMD)/ Bid Security:** Bidder has to give Bid Security Declaration as per format specified in Annexure – VI accepting that if they modify or withdraw their bids during period of validity (including extended validity period of tender) etc., they will be banned for period of 03 (three) years for future tender in RailTel Corporation of India Ltd. on or before the time mentioned with this GeM Bid. The Bid received without Bid Security Declaration (Annexure VI) will be summarily rejected.

9. 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.

10. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO.

ii. The security deposit/PBG shall be submitted to concern Region.

iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of “RailTel Corporation of India Ltd”.

Note: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.

11. Eligibility Criteria for OEM (Routers): Deleted

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

A. For Start Ups:

The Tenderer should have executed

- (i) Single order of Supply/provision of similar work # costing not less than 35% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender,

OR

- (ii) Two orders of Supply/provision of similar work # costing not less than 20% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender,

OR

- (iii) Three orders of Supply/provision of similar work # costing not less than 15% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender.

The bidder shall also furnish supply/ work completion certificate issued by customer/s for the Purchase Orders/Work Orders.

B. For Others :

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

Similar Work- Supply /Supply and installation of MPLS Router/Switches with satisfactory working in Government/PSUs/Telecom Service providers/Public Listed Company in India or outside India.

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

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

12.2 Financial Criteria for Bidder:

A. For Start-ups:

The bidder should have minimum cumulative turnover of 50% of tendered value or above during the last 3 financial years (i.e current year and/or three previous years). The bidder should provide Audited Balance Sheets/annual reports as documentary evidence and for current year, the statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

B. For Others:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 12.3 Bidder should have authorization specific to this tender from respective OEM (Router and it's associate material incl. SFP & Patch Chord mentioned in SOR) as per Annex-III.
- 12.4 The bidder should have registered office in India for a minimum period of 3 years as on schedule date of bid opening. Certificate of incorporation will have to be submitted.
- 12.5 The bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telcom Service Provider/ISP/NLD, Services License of Government of India for Telecom Operation.

12.6 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

13 Splitting of Quantity: Not Applicable.

14 Evaluation Criteria:

- i. The bidder shall quote the equipment prices as per the price format given in the tender.
- ii. Bidder should quote for all the items. The Offers will be evaluated on total cost including Long Term Maintenance Cost as quoted.
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- iv. Offers from the tenderers not meeting the eligibility criteria will not be considered.
- v. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

15. Variation of Quantities at the Time of Award

- a. Variation in tendered quantity can be increased or decreased by 25 (Twenty Five per cent) for ordering, if so warranted.
- b. If Variation in Quantity is increased beyond 25% upto 40% than Bidder should provide 2% rebate on price for increased quantity between 125% to 140%. Further variation increased beyond 40% to 50% than Bidder should provide 4% rebate on price for increased quantity between 140% to 150%. On further increased in quantity beyond 50%, than negotiation with bidder for further mutually applicable rebate on price.

16. Warranty:

The materials are to be warranted for **5 years for SOR Item No. 1 to 4 and 3 years for SOR Item No. 6 to 7** from date of delivery to the consignee. The tenderer shall warrant that stores 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 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 equipment 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.

17. Long Term Maintenance Support:

Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of **3 years for SOR Item No. 1 to 4**. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.

Buyer reserves the right to enter into Long Term Maintenance @ 2.2843% of ordered value of equipment after expiry of warranty period.

Bidder/OEM, shall be paid @ 2.2843% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement. AMC cost for 3 years shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 2.2843% per annum, he should give suitable discount in equipment pricing and for AMC he will be paid @ 2.2843% per annum. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum. AMC would have to be valid for minimum period of **3 years for SOR Item No. 1 to 4** after the warranty.

Separate agreement for AMC after warranty period shall be entered with OEM or Bidder specifically authorized by OEM by RailTel. A fresh Bank Guarantee for a value of 10% or kept as per Government of India guidelines applicable at the time of issue of PO for AMC valid for a period of 40 months (4 months beyond the AMC period of 3 years) from the date of issue of LOA shall be required to be submitted by Bidder/OEM for due fulfillment of long term maintenance support obligation. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end of every quarter would be made by RailTel after successful completion of

AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II. Any deviation / non acceptance will lead to rejection of the bid.

18 Repair and Return Services applicable for Warranty Period (Clause No. 16) as well as Long Term Maintenance Support (Clause No. 17)

18.1 Repair

18.1.1 Contractor's Responsibility:-

- The Contractor will take-over the defective equipment/component from station/site and hand-over the repaired equipment/component at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective equipment/component will be taken over by the contractor from each of the station. All the documentation including identification number (Serial number) will be provided by RailTel.
- There will be initial one time activity of all existing faulty equipment/component being repaired by Contractor before commencement of the AMC. AMC will cover only equipment which are in working condition.
- **Delivery Period:** The received defective part will be got repaired 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 repeated failure of equipment/component/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. RailTel will provide its own spares in the first instance for the defective equipment where spares have been procured as per the SOR. For remaining items contractor shall make spares available at his own cost.
2. If contractor fails to return the repaired equipment/module/card/SFP/part within stipulated time of 30 days from the date of receipt then the OK (good conditioned) equipment/cards/SFPs/parts etc. will be provided by the contractor for the subsequent time period free of cost till replacement is made with the repaired equipment/module/card/SFP/part.
3. All transportation, freight and insurance charges will be borne by the contractor.

4. Contractor will keep the record of repair on each defective equipment/part/cards/SFP/components with serial numbers (unique identification) particulars.

18.1.2 RailTel Responsibility

RailTel will hand over the equipment/defective card/SFP/Parts/etc. to the contractor's authorized representative at each of the station/site along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- 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.
- Perform a physical check test on the repaired parts.

18.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as "unworkable". If it will be required to deploy a new equipment/part on that location that will be provided by the contractor free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused equipment/parts. Any such equipment/parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the equipment/cards are non-repairable due to any of these above mentioned reasons.

18.3 If the contractor fails to return the equipment/accessories within 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Equipment/Module and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected equipment/module
All Equipment/Module and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected equipment/module
All Equipment/Module and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected equipment/module

	receipt)	
All Equipment/Module and accessories	More than 60 days (from the date of receipt)	Full cost of affected equipment/module

Contractor can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

19. Payment Conditions:-

- (i) 100% payment against full supply.
- (ii) 80% payment against part supply. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply.
- (iii) The following documents are to be submitted for payment:
 - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan.
 - Original Consignee receipt with GRN No.
 - Original Inspection Certificate.
 - Transit Insurance Certificate.
 - Warranty Certificate of OEM.
 - Copy of BG/Proof of BG Submission.
 - Certificate of receipt of Goods in good condition from RailTel.
- (iv) Bill Passing & Paying Authority will be concern Regions in accordance to PO issued.

20. 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-IV. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self-attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of

such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

21. Online Submissions:

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

- (i) Bid Security Declaration as per Annexure – VI.
- (ii) BOQ of offered equipment and unit rate analysis.
- (iii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iv) Data Sheet of offered equipment.
- (v) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vi) Technical Compliance of all Specification of items as per ATC documents.
- (vii) Undertaking of Long Term Maintenance Support from OEM as per para Annexure-II.
- (viii) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (ix) MAF/OEM Authorization as per Annexure-III.
- (x) Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
- (xi) Duly notarized Power of Attorney in name of authorized signatory and Board Resolution as per Clause No. 25.

22. Offline submission:

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporate Office, Plate A, 6th Floor, Block – 2, Office Block, East Kidwai Nagar, New Delhi - 110023 as mentioned below:

- (i) Original Bid security declaration as per Annexure-VI.
- (ii) Original Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
- (iii) Original Power of Attorney duly notarized in name of authorized signatory as per Clause No. 25.

The packet containing the original copies as per above should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" before due date and time as mentioned in GeM Bid.

23. 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 Router shall be 60% 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 for FY 2020-21. 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. Further the bidder shall 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. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

24. Insurance

- 24.1 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.
- 24.2 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 equipment are handed over to the purchaser.

25 Constitution of Firm and Power of Attorney

- 25.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-
- (a) Deleted
 - (b) As partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 25.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

- 25.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 25.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- 25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

- 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/2021/B/1448238**.

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.

Technical Specifications**1. All Equipment should be:**

- i. With 5 years warranty for SOR Item No. 1 to 4 and 3 years warranty for SOR Item No. 6 & 7. 3 years of Long Term Maintenance Support for SOR Item No. 1 to 4.
- ii. Equipped with necessary hardware/software to comply all above required / support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iv. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL,CE and FCC and meets all standard and specification of UL,CE and FCC.

2. SOR wise details are as:

SOR Item No.	Item Description	SKU/Part No.
1	Enhanced MX Switch Control Board, Base Bundle including warranty of 5 years.	SCBE2-MX-S
2	12 x QSFP+/QSFP28 multirate port line card bundle, price includes full scale L2/L2.5 features and reduced scale L3 features. 4 ports out of 12 support QSFP 28. Full scale Per-VLAN queueing, HQoS including warranty of 5 Years.	MPC7EQ-MRATE-B
3	100GBASE-SR4 QSFP28 pluggable module, support only Ethernet rate including warranty of 5 years.	QSFP-100GBASE-SR4
4	SFP+ 10GE pluggable transceiver, MMF, 850nm for 300m transmission including warranty of 5 years.	SFPP-10GE-SR
6	XCVR, QSFP, 4X 10.5GBPS, 40GBASESR4, 100/150m MMF, Limiting, XLPPI electrical interface, MPO, ROHS compliant, Gen4 with 3 year warranty.	QSFP-4X10GE-SR
7	40G Multimode, Fanout Cables, MPO 10 meter Plenum Fiber Optics Cables, 40Gb MTP (MPO)/4LC	MTP-4LC-S10M

	Breakout, OM3 with 3 years warranty.	
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Annexure-II

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT (To be signed by the O.E.M.)

ED/POM
RailTel Corporation of India Ltd.

Dated:

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

Applicable for OEM directly participating in the Bid.

I / We hereby confirm that we have read specifications & conditions of GeM Bid No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by us **directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized Distributor/Partner of OEM

I / We hereby confirm that we have read specifications & conditions of GeM Bid No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us **directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Bid Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of Bid document.**

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

.....

.....

Note: Please Strike out whichever is not applicable.

Annexure-III

ED/POM

Dated:

RailTel Corporation of India Ltd.

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

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

Ref: GeM Bid No.....dated.....

Dear Sir,

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

.....

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

We further extend our warranty for years for our range of products offered by
M/sagainst the above-said bid.

Thanking you,

Best regards,

Authorised Signatory

Annexure-IV

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s._____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of

as per the tender No._____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:
Dated:

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

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate A, 6th Floor, Office Block Tower -2, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order/LOA 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 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) / Bidder(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) / Bidder(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

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.

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

Dated the _____ day of _____ 20____

(indicate the name of the Bank)

1. Signature
Name

2. Signature
Name

Format for Bid Security Declaration

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

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

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

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

Or

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

Or

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

Or

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

Or

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

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date
