

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	17-12-2021 15:00:00
<b>Bid Opening Date/Time</b>	17-12-2021 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Railways
<b>Department Name</b>	Na
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Southern Region
<b>Total Quantity</b>	279
<b>Item Category</b>	Layer 2 Access Switch Rev 1 (Q2) ()
<b>Minimum Average Annual Turnover of the Bidder</b>	22 Lakh (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value</b>	4553001
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	38

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Asst GM/Impl Co-ord/SR  
Southern Region, NA, N/A, Ministry of Railways  
(Ravi Kumar)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

## Layer 2 Access Switch Rev 1 ( 279 pieces )

(Minimum 50% Local content required for MII compliance)

Brand Type	Registered Brand
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### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	<b>Type of Switch</b>	Managed
	<b>Technology</b>	PoE, PoE+
	<b>Number of 1G Copper Ports</b>	8
	<b>Number of 10G Copper Ports</b>	0
	<b>Number of 1 G SFP Port (Uplink)</b>	2
	<b>Number of 10 G SFP+ Port (Uplink)</b>	0
	<b>Multi-Gigabit Support</b>	No
	<b>Redundant Power supply ( from day one)</b>	Available, Not Available, Supported and Part of Supply, Supported
	Switching Capacity-Non Blocking (Gbps)	20
	Throughput (MPPS)	14.88
	Dedicated Stacking Port/Slot ( from day one)	Not Available
	<b>On Site OEM Warranty</b>	3 Year

**Additional Specification Parameters - Layer 2 Access Switch Rev 1 ( 279 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Additional Technical Specification	Additional Technical Specification is placed at Buyer Added Bid Specific ATC for Compliance.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sudhir Kumar	560009, VECTOR HOUSE, 2nd FLOOR, EAST WING, NO.15, 1st MAIN, 6TH CROSS, Gandhi Nagar, BANGALORE-560009, Bangalore, 560009	2	90
2	Deepank Bisht	500071, Railtel Corporation Of India Ltd. 2nd Floor, B-Block, Rail Nilayam, Secunderabad, Telangana - 500071	277	90

**Buyer Added Bid Specific Terms and Conditions****1. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**2. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**3. Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**4. Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address,

e-mail Id and Phone No. required to be furnished along with the bid.

## 5. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

## 6. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 7. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

## 9. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 11. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

## 12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **Information and Additional Terms & Conditions to Bidder for the “The Procurement of Managed Layer-2 Access POE Switches ”**

1. Description of Material: Supply of 19” Rack Mountable **Layer-2 Access POE Switches** with AC Power supply .
2. The material should be supplied with all fixing material, Power Cords, Standard accessories.
3. All Equipments should be quoted as per Technical specifications
4. Bidder shall submit the detailed BOM of the equipment’s offered duly verified and certified by the respective OEM. The BOM shall be as per tender condition.
5. 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.

## 6. Technical Specification:

S · N o	Description	C o m p l i a n c e	De via tio n, if an y
1	Should have minimum 8 GE ports.		
2	Should have minimum 2 nos. SFP based 1 GE ports.		
3	Should have at least 20 Gbps switching fabric.		
4	Should support port Trunking of at least 2 nos. 1GE ports.		
5	Should support 802.3af and 802.3at		
6	Should support PoE of 8 ports		
7	Switch should have minimum POE power budget of 75 watts		
8	Switch should support IEEE 802.3ad, IEEE 802.3az standards		
9	Should support transceiver Digital Diagnostic Monitoring for optical ports.		
10	Should support Auto MDI-II/MDI-X uplink for all the twisted pair ports.		
11	Should support for 802.3x flow control.		
12	Should support at least 8000 entries in the MAC table.		

1 3			
1 4	Should support at least 4000 active VLANs.		
1 5	Should support jumbo frame (9000 Byte or above)		
1 5	Should support Port-based VLAN, 802.1Q Tagged VLAN & Voice VLAN along with user VLAN		
1 6	Should support LLDP or similar functionality.		
1 7	Should support port mirroring.		
1 8	Switch should support IPv6.		
1 9	Should support 802.1D spanning tree control/RSTP support and MSTP Support		
2 0	Should support spanning-tree portfast for fast convergence or similar functionality.		
2 1	Should support spanning-tree root guard or similar functionality.		
2 2	Should support spanning-tree bpdu guard, bpdu filter or similar functionality.		
2 3	Should support DHCP snooping		
2 4	Should support ITU-T G.8032 Ethernet Ring Protection designed for loop protection and fast convergence times (sub 50 ms) in ring topologies		
2 5	Should be Ethernet OAM compliant with IEEE 802.3ah/Y.1731.		
2 6	Should support IGMP v1/v2/v3 and IGMP Snooping		
2 7	Should support security features Broadcast, Multicast and Unicast Storm Control		
2 8	Should support security features DoS Attack Prevention		
2 9	Should support console port and telnet/ssh based management.		
3 0	Should support management features viz. Web-based GUI, SNMP, Syslog, NTP, RFC 2138 RADIUS		
3 1	Should support Dual Images		
3 2	Should support 802.1Q VLAN, 802.1p priority queues.		
3 3	Should support Layer 2 QoS		
3 4	Should support Strict Priority Queue, Weighted Round Robin (WRR), Rate Limiting (Bandwidth Control) or equivalent		

3 5	Should have AC Power Supply 100 to 240 V AC with 50 to 60 Hz without any external adaptors		
3 6	Switch should comply to Operating Temperature range 0°C to 50 °C		
3 7	Switch to be mounted on a 19-Inch rack. All accessories required for this mounting should be supplied.		
3 8	Switch should Surge Protection On Power Input -- 2.0 kV On Ethernet Port -- 1.0 kV		
3 9	Switch should have EMI CERTIFICATE of FCC/IC and CE		
4 0	Switch should have SAFETY CERTIFICATE of UL		
4 1	Switch should have ENVIRONMENTAL of RoHS		
4 2	Note:- 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.		

## 7. Eligibility criteria for Past Performance and Experience.

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:

- 1.1 Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- 1.2 Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- 1.3 One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- 2.(i) In case of tenders for composite Contracts 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:
  - 1.1 Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
  - 1.2 Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
  - 1.3 One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

(Note: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria).

- ii) In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity
- iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender



documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

(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).

(Illustration: **The Estimated Value of the Work is Rs 45,53,001/-.**

**Hence 60% of single work is Rs 27,31,801/-.**

**40% of two similar work is Rs 18,21,200/- each**

**30% of three similar work is Rs 13,65,903/- each.**

**The bidders are required to submit PO for similar work , User Certificate accordingly)**

## **Meaning of Similar Work: “Supply of Layer-2 , Layer-3 Switches, Routers”**

### **8 Financial Eligibility Criteria:**

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).

However Exemption is there for Registered MSME and Startup as per GEM Bid Clause No 1& 2.

### **9 WARRANTY:**

- 9.1 The materials are to be warranted for 36 months 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 manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity

of material to meet 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.

- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of 36 months, whichever may be later, If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

- 9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement in Next Business Day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

- 9.4 In case of hardware failure the replacement must be given in next business day If the Bidder fail to replace as per below mentioned duration, the following penalties will be imposed. It will be calculated on quarterly (3 month) basis and maximum penalties will be 10 % of the cost of Equipment per year.

#### 9.5 Replacement Services

During warranty and AMC period, if the Bidder fails to replace /Equipment card/Part in next business day, the following penalties will be imposed.

Equipment Deduction/Penalties	Duration of repair	
All Modules and accessories affected part/module	More than 1 days and up to 7 days	2% of the cost of
All Modules and accessories affected part/module	More than 7 days and up to 15 days	10% of the cost of
All Modules and accessories affected part/module	More than 16 days and up to 30 days	25% of the cost of
All Modules and accessories affected part/module	More than 30 days	100% of the cost of

Note:

In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost. OEM should provide facility to RailTel for direct fault case open on TAC Support in case emergency.

## 10 Long Term Maintenance Support/AMC Support :

- 10.1 The Bidder will submit a certificate from OEM of..... (item name as the case may be) towards maintenance support after successful completion of the warranty obligations for a minimum period of 5 years. The long-term maintenance support shall be comprehensive and include all hardware and

software of equipment etc. supplied against this contract. RailTel should be extended the benefits of software up-grades made by OEM on the system from time to time to improve performance. During this period the following terms and conditions shall be applicable.

- 10.2 Material for replacement shall be handed over to/taken over from contractors engineer at the RailTel's NOC or mutually agreed RailTel PoP location or shall be sent by RailTel at place designated by bidder . The cost of replacement etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain responsible to arrange replacement within a week and for setting right at his own cost any equipment which is of defective manufacturing or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.
- 10.3 During this period the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser's Engineer who shall state in writing in what respect the portion is faulty.
- 10.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under clause no. 10 the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- 10.5 Tenderer /OEM, shall be paid @ 3.5% 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.
- 10.6 Separate LOA/agreement for AMC after warranty period shall be entered with OEM/ Bidder by RailTel. A fresh Bank Guarantee valid for five years for 10% of the Long-Term Maintenance Support per year as accepted by RailTel, shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation.
- 10.7 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of the Region. No payment is to be released unless Bank Guarantee as per clause 10 is submitted.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-3. Any deviation / non acceptance will lead to rejection of the bid summarily.

11. Option Clause- The Purchaser reserves the right to increase the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract and during the currency of the contract at the

following rates. Bidders are bound to accept the orders accordingly. The Rates shall remain same for variation of quantity up to 125% of quantity. The variation of quantity above 125% to 140% will be 2% rebate. The variation of quantity above 140% to 150% will be 4% rebate.

#### **Annexure-1**

(Form for MAF)

Executive Director,

Dated: .....

RailTel Corporation of India Ltd. ....

.....

.....

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

Ref: GeM Bid No. ....

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of .....  
(Product details), having our registered office at .....  
We hereby authorize M/s ..... (bidder name), Office ..... to  
participate in bid and subsequently upon award of the bid to execute the supply of our range of products  
against your above said bid. We further extend our warranty for ..... years for our range of products  
offered by M/s ..... against the above-said bid.

Thanking you,

Best regards,

Authorized Signatory

**Annexure-2**

**Bid Security Declaration (On Non-judicial stamp paper of Rs. 100/-)**

To

Executive Director,

Railtel Corporation of India Ltd.,

1-10-39 to 44, 6A, 6th Floor,

Begumpet Airport Road, Opp. Shoppers Stop,

BEGUMPET, HYDERABAD- 500 016, Telangana

Ref: RailTel GEM Bid No: ..... Dated .....

I/We .....(Name of Agency) has submitted bid for (Name of Work and Bid 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:

signature of tenderer with seal

### Annexure-3

#### PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT

(To be signed by the OEM/OSSP)

To

The Executive Director,

RailTel Corporation of India Limited

**Applicable for OEM directly participating in the tender**

I / We ..... hereby confirm that we have read specifications & tender conditions of RailTel Tender No. ....and accept that the requirement of Long Term Maintenance Support as per Clause 3.8 of Chapter 3 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 & tender conditions of RailTel Tender No. ....and accept that the requirement of Long Term Maintenance Support as per Clause 10 of Buyer Specific ATC 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 Tender Document and shall**

**provide services as per terms and conditions** pertaining to Long Term Maintenance Support of tender document.

(Signature of Firm's Authorized Officer)

Seal

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**