

Bid Specific Additional Terms & Conditions (ATC)

Information to Bidder for the “Supply of Layer-2 Access Switch for RailTel Corporation of India Ltd., Kolkata

Ref: GeM Bid No. GEM/2025/B/6055082

Dated: 13.03.2025

The item/items in this bid should be quoted as per the technical specifications.

TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
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1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware /software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are 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.
3. 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. If OEM is quoting, then OEM should submit the certificate.
4. The material offered shall have complete data sheets and detailed description on OEM websites. Bidders are required to submit duly filled and signed compliance of the technical specification.
5. GSTIN ID of vendor should be provided from where goods will be supplied.
6. **Delivery Period, Consignee, Inspection :**
 - 6.1 Delivery Period : The bidder has to complete the supply within 45 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.
 - 6.2 Consignee : Asstt.GM/Tech/Store, RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue, Panihati, Dhankal, Kolkata - 700114
 - 6.3 **Inspection:**
 - 6.3.1 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.
 - 6.3.2 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.

- 6.3.3 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.
- 6.3.4 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 inspecting authority as per required test procedures/ test plan for ensuring that the material offered meets the required specifications.
- 6.3.5 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.
- 6.3.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 6.3.7 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.
- 6.3.8 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 manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the Head of the Indenting department should be obtained recording the reasons for it.

7 **Estimated cost and Earnest Money Deposit (EMD)/ Bid Security:**

- 7.1 Estimated cost : The Estimated cost of the GeM Bid is Rs. 13,64,000/- (Incl. GST)
- 7.2 Earnest Money Deposit (EMD):
Earnest Money Deposit (EMD)/ Bid Security :: Rs. 28,000/- EMD with payment online through RTGS/Internet Banking as given below:

Account No.	401601010519491
IFSC Code	UBIN0540161
Name of the Bank and Address	Union Bank of India, Chowringhee Road Branch, 1/1 Camac Street, Ground Floor, Kolkata – 700016
Name of the account holder	RAILTEL CORPORATION OF INDIA LIMITED

The Bid received without EMD will be summarily rejected.

- 7.2.1 Eligible Micro and Small enterprise (MSEs) bidders/ Startups are exempted from EMD amount.
- 7.2.2 For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -
- (i) They are exempted from depositing Earnest money.
- These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.
- 7.2.3 Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.
- 7.2.4 Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.
- 7.2.5 **The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category and Bid Securing Declaration as per Annexure-VIII.** Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 7.2.6 No exemption is, however, applicable to these units from payment of security deposit/Performance Bank Guarantee.
- 7.2.7 **The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.**
- 7.2.8 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
- 7.3 RailTel is registered with m1xchange TReDS platform having buyer registration number. 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.
- 7.4 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 7.5 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses 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.

7.6 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

8. 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.

9 **Performance Bank Guarantee/ Security Deposit:**

The successful tenderer shall submit security deposit in the form of irrevocable Bank Guarantee from any scheduled bank or online payment through RTGS/ Internet Banking for due fulfillment of contract as per the details given below:

- a. The successful tenderer shall submit Performance Guarantee/Security Deposit in the form of bank guarantee issued from any of the scheduled commercial bank in India and not from any cooperative bank or NBFC, or online payment, safeguarding the purchaser's interest in all respects.
- b. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order rounded off to the nearest higher Rs.1,000/- (one thousand) is required to be submitted within 30 days of issue of notification of award and it should valid for a period of 90 (ninety) days beyond the date of completion of contractual obligations of the supplier, including warranty obligations allowing a claim period of one year (time period between expiry date and claim period) on top of guarantee period.
- c. The successful tenderer is required to furnish security deposit in the form of identified in para 9.a above and the same should be submitted within 30 days of issue of LOA/PO failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30(thirty) days from the date of issue of LOA/PO. The performance security should cover warranty period as per the tender conditions. If the successful tenderer failed to submit Security Deposit/Performance Bank Guarantee within 60 days of award of work, RailTel may terminate the contract.
- d. The Security Deposit/Performance Bank Guarantee shall be submitted to **RailTel Corporation of India Ltd.** Eastern Regional Office at Salt Lake City, Kolkata.
- e. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

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

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- f. The Security Deposit/Performance Bank Guarantee shall be released after successful completion of contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

1. Any Performance security up to a value of Rs. 5 Lakhs is to be submitted online transfer only.
2. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage

10.1 Technical Eligibility Criteria of 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 Switches”

Note-1 : 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-2: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. 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. 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-3: 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.

10.2 Financial Eligibility Criteria:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

For Startups recognized by Department of Industrial Policy and Promotion DIPP:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested

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

- 10.3 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 required to be submitted.

- 10.4 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.

The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of material and facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years. In case OEM is located outside India, it should have manufacturing, repair, service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted online at GeM portal

11. Warranty:

The material is to be warranted for 36 months from the date of supply. 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.

12. SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from

the seller upto max. of 100% of Unit Price of the product. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

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

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 25percent 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.

RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

14. **Payment Terms:**

The documents are to 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. Original Inspection Certificate
- vii. Warranty certificate from OEM
- viii. Proof of PG/SD submission
- ix. Proof of insurance certificate, if material supplied through transporter
 - a) 100% of the value of the full supply of the equipment on receipt by the consignee at site duly inspected and accompanied with above documents.
 - b) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents. Balance 20% to be paid after full supply of the equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.

14.1 Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel

14.2 Bill passing Authority : Sr. Dy. General Manager/O&M/ER

Bill paying Authority: Head of Finance/Eastern Region

15 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.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 3 years.

16. Marking of Material Supplied:

The tenderer may indicate the RailTel, Manufacture's Name, Month and Year of manufacturing, Serial numbers by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

17. 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 is as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) EMD submission details/ Documentary proof of exemption from submission of EMD along with 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 10.
- (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 in name of authorized signatory as per Clause no. 22.
- (x) Nil deviation Declaration as per Annexure-VI
- (xi) Self-Certification under preference to "MAKE IN INDIA" Policy as **Annexure-VII.**
- (xii) Make and model details of the offered equipment
- (xiii) A certificate on letterhead as per clause 25 of ATC (Annexure – IX)
- (xiv) The bidder should not have been blacklisted 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 documents offline to RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 within 07 days of opening of tender in a sealed envelope.

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per Annexure-III on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the Bidder may result in rejection of his/their bid.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid- Annexures during Online Bid-Submission

19 Public Procurement (Preference to 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, Govt 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 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.

21 Insurance

21.1 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.

21.2 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.

22 Power of Attorney:

Power of attorney duly notarized in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender. Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per the clause-18 above.

23 The guidelines and directives issued by Department of Telecommunication, Govt. of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be "trusted Products".

24. **Long Term Maintenance Support/AMC :**
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 alongwith 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 following format: -

Year	PO No. & Date with Description of item	Name of the Purchaser	Ordered Qty.	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1 st extension	Qty. supplied during 2 nd extension	Qty. supplied during 3 rd extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. 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 documents duly signed & stamped on each page in token of acceptance should be submitted online.**

Note:

1. The bidder is required to give acceptance of all the clauses of GeM bid, ATC and RailTel's Bid Specific ATC document. Any deviation/ non-acceptance may lead to rejection of the bid.
2. Information to Bidder viz. corrigendum/ addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
3. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2025/B/6055082.
4. After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
5. In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

Annexure-I

Schedule of Requirement and Technical Specifications:

Srl. No.	Description of material	Qty.	Unit
1	Layer-2 Access Switch as per Technical specification	40	Nos.

Technical Specification:

Technical Specification		Complied (Yes/No)	Remarks
Capacity	Should have minimum 4 copper ports (1G Eth) with 16 x SFP based ports.		
	Should have minimum 4 Nos. SFP+ based 10 GE ports.		
	Should have at least 128 Gbps full duplex line rate traffic.		
Management Post	01 Nos. Console Post		
Flow Control	Should have support for 802.3x flow control.		
Packet forwarding rate	95 MPPS		
Flash (MB)	32 or Higher		
DRAM (MB)	256		
Jumbo frame	9K or Higher		
Should support Auto	MDI-II/MDI-X uplink for all the twisted pair ports.		
Forwarding mode	Store and forward		
ARP	ARP table aging		
IPV6	IPv6 feature should be ready from day 1.		
Static Routing	IPv4/IPv6 Static routing		
IPV6	IPv6 Management		
	ICMPv6		
	IPv6 Telnet		
	IPv6 neighbor discovery		
LLDP	Switch should support LLDP or similar functionality.		
L2 Circuit	Should support 802.1D spanning tree control/RSTP support and MSTP support.		
Fan Module	2		
Noise@25°C(dBA)	<50db		
MTBF(H)	> 2,40,000		
VLAN	Should support 802.1Q VLAN, 802.1p Priority queues. Should support Port-based VLAN, 802.1Q Tagged VLAN along with Management VLAN		
Trunk	Should support port Trunking of at least 2 Nos. GE/10GE ports.		
Multicast	IGMP V1,V2,V3		
	IGMP snooping		
	IGMP Fast Leave		
	IGMP Snooping Queried		
ACL	IP Standard ACL		
	MAC extend ACL		
	IP extend ACL		
QOS	QoS Class, Remarking		
	Support SP, WRR queue scheduling		
	Ingress Port-based Rate-limit		
	Egress Port-based Rate-limit		
	Policy-based QoS		

Security	CoS based on, Switch port , 802.1p priority , VLAN ID and MAC address		
	Dot1x, port authentication MAC authentication, RADIUS, Tacacs+		
	Port-security		
	IP source guard IP/Port/MAC binding		
	Arp-check and ARP packet filtering for illegal users		
	Port isolation		
DHCP	DHCP Client		
	DHCP Server		
	DHCP Snooping		
MAC Table	Should support port mirroring, jumbo frame & should have at least 16K MAC address		
L2 Ring Protection	Should support ITU-T G.8032 Ethernet Ring protection for Loop Protection and fast convergence time (Sub 50 ms) in ring topologies/ IEEE 802.1W RSTP for Sub Second failover. Industry Standard IEEE 802.1W RSTP is standard for Ring /STP topology.		
Sub Ring	ERPS protocol as per ITU G.8032 , OAM, 802.3ah, dying Gasp		
Power supply	Switch should support Surge Protection on power input and on Ethernet ports as per EN61000-4-5 standard and as per requirement at Indian Railway Station.		
QOS	Should support Quality of Service (QoS) features viz. Priority Queue, Class of Service (CoS), Rate Limiting (Bandwidth Control), Strict Priority Queue (SPQ), Weighted Round Robin (WRR) or better, DOS attack prevention.		
Managemengt	Should support console port and telnet-based management.		
Power supply	Should have ACpower supply arrangement as given below in chassis without any external adaptors with redundant power supply (RPS):		
	(i) AC power supply 100 to 240 V AC with 50 to 60 Hz		
	(ii) -48 V DC Supply		
	DC power supply should work as a redundant power supply to power on the switch in case failure of AC power supply.		
Temparature	Minimum Operating Temperature 0 to 50 degree.		
Safetey Certificate	It should have safety certificates as per UL/IEC/EN 60950. The switch should have EMC certification as per EN/CE/FCC standards.		
Size	Switch shall be with Rack Mountable clamps for standard 19-inch rack mountable.		
Operation	The Switch shall be designed for continuous operations.		
Security	Should support following security features viz.:		
	i) SSL (HTTPS)/SSH,		
	ii) Broadcast/Multicast/Unicast Storm Control,		
	iii) DoS Attack Prevention/ DAI		

SNMP	Switch should support following SNMP traps or syslog		
	i) Interface UP & Down		
	ii) Optical Power SFP threshold alarms		
	iii) STP Topology Changes and New root bridge		
	iv) LLDP table changes		
Certificate	The OEM must be ISO 14001, 27001, 45001 certified and must have a average turnover of minimum 500 Cr during last 3 years to ensure stability and having strong Product, Support and Service. All documentations to be attached with bid		
TTP	Product Should be Approved from TEC under Mandatory Testing and Certification of Telecom Equipment as notified vide Indian Telegraph (Amendment) Rules, 2017 and must be on Trusted Telecom Portal (TTP)		

Annexure-II

Format of Manufacturer Authorisation form (MAF)

**Principal Executive Director, Eastern Region,
RailTel Corporation of India Ltd.
19th 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

Ref: GeM Bid No. GEM/2025/B/6055082 dated: 13.03.2025

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/s
.....against 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..... (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 RailTel Corporation of India Ltd., Eastern Region, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**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 insuitably 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. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Water Front Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt
.....(Hereinafter called "the said Contractor(s)")
from the demand, under the terms and conditions of an 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 exceedingRs. 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 ,.....(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,.....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 have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be

discharged from all liability under this
Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
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. We, the.....Bank further agree that this guarantee shall be invokable at our place of business at /Kolkata (indicate detailed address of local Kolkata branch with Code No.). The branch at Kolkata being advised accordingly.
9. Notwithstanding anything contained herein,
 1. Our liability under the Bank guarantee shall not exceed Rs..... (In Rupees)
 2. This Bank Guarantee shall be valid up to and
 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before (date of expiry of guarantee).

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

1. SignatureName
2. Signature Name

Annexure-V

Consignee Details:

Consignee Address	Name	Contact No.	Qty. to be supplied
Asstt.GM/Tech/Store, RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue, Panihati, Dhankal, Kolkata - 700114	Shri Surajit Roy	9007044137	40 Nos.

Annexure-VI

**PROFORMA FOR
Nil Deviation Component Compliance
Undertaking Letter
(TO BE SIGNED BY BIDDER)**

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

Dear Sir,

Sub: NIL Deviation Compliance for GeM Bid No. GEM/2025/B/6055082 Dt. 13.03.2025

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

We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. In case of any deviation, RailTel reserves the right to reject the bid without giving any justification. Format of Annexure

(Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any
1				
2				

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the bid. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

Annexure – VII

(to be printed on company's letterhead)

Self Certification under Preference to “MAKE IN INDIA” Policy

DECLARATION OF LOCAL CONTENT

No_____

Date:_____

To,

Subject : Declaration regarding local content

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

(2) Tender no. _____

(3) Our quotation no. _____ dated _____

Dear Sir,

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

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

Date:

Place:

Thanking you.

Yours faithfully

Name : _____

Signature _____

Company seal _____

Annexure- VIII

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

Bid Securing Declaration
(on Company Letter-head)

Bidder's Name _____
[Address and Contact Details]

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

Ref: Tender Document No. GEM/2025/B/6055082, Dt. 13.03.2025

Sir/ Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signed by the Authorised Representative of the Firm)

Name of the Authorised Representative:
Name of the Firm :
Date :

Annexure - IX

- 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 or 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

	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ Ref. No. of offer
	Proof of payment of EMD as per Clause-7 of ITB/ Document documentary proof of exemption of EMD along with Bid securing Declaration.		
	Notarized Power of Attorney & resolution of Board of Directors as per Clause-22 of ITB.		
	Signed Copy of Tender Document/ Corrigenda		
	Documents required as per eligibility criteria as per Clause-10 of ITB.		
	Performance statement including Copies of Purchase Orders & Inspection certificates as per Clause- 26 of ITB.		
	Compliance of all Specification of GeM Bid and ATC documents.		
	Deviation Statement, if any [Clause 17(x)]		
	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 10.4, 17(xiv)]		
	A certificate on their letterheads as per clause 25 of ITB (Annexure-IX) shall be submitted by the bidder		
	Bidder should have authorization specific to this tender from respective OEM as per Annexure-II of ITB		
	Certificate of Local Content as per Annexure-VII of ITB.		
	Document uploaded along with Financial Bid/Price Bid only.		
	Cost breakup of price indicating Basic rate, GST etc.		