

Additional Terms and Conditions

Information to Bidders for the “Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years”.

Ref: GeM Bid No. :

Introduction and Scope of Work

Scope of Work

Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years.

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Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years.				
S. No	Description of the item	QTY	Unit	Ref Makes
CAMC of Desktops/Computers, Printers, items at RailTel Northern Region, RO, IT Park Shastri Park, Delhi				
1	All in one PC and CPU	23	Nos	HP, LENOVO, DELL, ACER, HP OptiPlex 7490 AIO Series
2	Monitors /LED Screen	24	Nos	HP, LENOVO, DELL, Samsung
3	Printers (Deskjet & LaserJet)	22	Nos	HP, CANON, BROTHER, EPSON
4	Laptop	14	Nos	HP, LENOVO, DELL, ACER
CAMC of Desktops/Computers, Printers, items at RailTel Northern Region, RP, IT Park Shastri Park, Delhi				
1	CPU	12	Nos	HP, LENOVO, DELL
2	Monitors /LED Screen	12	Nos	HP, LENOVO, DELL
3	Printers (Deskjet & LaserJet)	7	Nos	HP, BROTHER
CAMC of Desktops/Computers, Printers, items at RailTel Northern Region, SDH NOC, Thompson Road, New Delhi				
1	All in one PC and CPU	16	Nos	HP, Fujitsu, SAMSUNG, DELL
2	Monitors /LED Screen	16	Nos	HP, Fujitsu, SAMSUNG, DELL
3	Printers (Deskjet & LaserJet)	2	Nos	HP, BROTHER
4	Laptop	4	Nos	LENOVO, DELL
CAMC of Desktops/Computers, Printers, items at RailTel Northern Region, MPLS, NOC, Thompson Road, New Delhi				
1	CPU	5	Nos	HP
2	Monitors /LED Screen	5	Nos	HP
3	Laptop	1	Nos	LENOVO

Note:

1. The number of items under CAMC mentioned in Scope of Work can be increased or decreased at the discretion of RailTel before issue of confirmed PO for three years.

2. Contractor should give price break up of items of Scope of Work along with the bid only, failing which will lead to rejection of bid.
3. Disclosure of prices offered, anywhere, other than bid will lead to rejection.

1.1 Technical Support Service: -

During this AMC period, whenever needed, RailTel may contact the Contractor's/OEM Support center through a dedicated phone no. or e-mail address or web for every issue or request. The support Centre of the Contractor will be available 24 hours a day and 365 days of the year.

1.2 Contractor's Responsibilities:

Contractor shall login RailTel Network in support of product-related questions, troubleshooting assistance, diagnostic procedures, and Software/OS Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- a. Troubleshoot network problems via phone, virtual private network, or modem connection down to the maintained Product component level, or sufficiently to the Maintained Products as the root cause.
- b. Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers. Upon request from RailTel, RailTel will receive information, advice, and assistance for the Maintained Products
- c. For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software support
- d. If Contractor determines it cannot restore or resolve an issue remotely, Contractor will provide emergency on-site support.
- e. In all instances, OEM's will provide back-to-back support to resolve the problem as per the SLA mentioned. In case of non-resolution of the problem by contractor's support engineers, OEM will deploy its own technical resources to resolve the same.
- f. **Software /Firmware Update:**

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software upgradation, re-installation will be done by contractor during the period of AMC.

- g. **Service Engineers: Firm will provide full-time resident Engineers** on all working days i.e. Monday to Saturday from 9:30 AM to 6:00 PM and if needed also on Sunday / holidays. No additional payment will be made for the Sunday / holidays. Resident Engineers should be well qualified and capable of dealing with all problems during AMC. The deputed engineers will be responsible for the installation of new hardware / software on Desktops / PCs installed in RailTel Northern Regional office, Delhi and NOC Thompson Road, New Delhi. The engineers deployed shall be responsible for basic end point configuration and troubleshooting of networks and preventive maintenance with virus detection and corrective maintenance of the computers under AMC and maintenance of software. Quarterly report on this shall be produced to the work in charge. Resident Engineer must have the knowledge of basic LAN troubleshooting at end points. The Resident Engineer should be well versed with troubleshooting of network related issues at end points and should be able to troubleshoot basic network connectivity and configurations to the computers under CAMC. Any reported fault would be taken up by the service engineers within one hour. As far as possible, the repairs would be carried out on site itself. However, in case the equipment is taken to the workshop, the firm would provide a standby for the same. The firm shall maintain the required drivers for maintaining and configuring computers and printers etc.
- i) One resident engineer should be deployed exclusively for **RailTel Northern Region, RO, IT Park Shastri Park, Delhi** and also responsible to visit NOC. Thompson Road, New Delhi as & when required by RailTel without any additional cost.

- ii) Resident engineers should be experts for repair & Maintenance for Desktop, Laptop, Network Printer/Network, Scanner/Multi-Function Printer, Display, Switches, Access Points etc. The Engineer should have good knowledge of Configuration & Maintain of Domain Controller.
- iii) The Firms shall maintain the required drivers for maintaining and configuring computers and Printers etc.
- iv) One extra engineer will be kept in spare and to be sent on call basis as and when required by RailTel. He should be well conversant with MacBook, i Phone, i Pad etc. Payment as a scheduled item will be made based on the attendance of the same.
- v) The resident engineers deployed at RailTel Office, and one extra engineer desired:
 - BE/B Tech/MCA/MSc (IT/Computer Science) Graduate or Diploma (3 Years) in Computer Science/ Electronics/IT
 - CCNA/JNCIA or with 1 + year of experience in Networking / Maintenance of Computers, Desktops, laptops, Printers, CCTVSS etc. Antecedent verification of all the resident engineers must be done by the service provider and intimate the same to RailTel.
- vi) The Engineers should have sufficient and requisite knowledge of maintenance and trouble shooting in Window/LAN environment and should be capable to diagnose and provide quick solution.
- vii) The Resident Service Engineers provided by the firm shall not be changed without the consent of Work In-Charge.
- viii) RailTel will make arrangement for attendance of Service Resident Engineers at RailTel Office, Shastri Park.
- ix) The Service Resident Engineers shall mark attendance (in & out) on a register which will be kept in RailTel respective offices i.e., RailTel regional Northern Office, IT Park, Shastri Park, Delhi. The attendance of all the Resident Engineers will be verified by the in charge of Work i.e. RailTel's Representative and be submitted along with bills of the firm.
- x) The engineer would be equipped with mobile phone to ensure their availability.
- xi) The resident Engineer shall wear service provider's identity cards during the duty hours.
- xii) In case of non-availability of Service Engineer due to any reason in the middle of the contract period, suitable replacement must be provided immediately. In case any Service Engineers applied for leave of short/Long duration he can only be relieved for that period after getting suitable replacement form the service provider.
- xiii) The service provider must comply with the statutory requirement while deputing services engineer/s in RailTel location at RailTel respective offices i.e., RailTel regional Northern Office, IT Park, Shastri Park, Delhi & NOC, Thompson Road, New Delhi.
- xiv) The Service Provider must provide one toll free / contact number for Support and Services.
- xv) The monthly wages of the Resident Engineer must be in accordance with the minimum wages of skilled as sectioned by the Government.
- xvi) The engineers deployed shall be responsible for basic end Point configuration and troubleshooting of networks and preventive maintenance with virous detection and corrective maintenance of the computers under AMC and maintenance of software. Quarterly reported on this shall be produced to the work in charge of both locations of the RailTel. Resident Engineer must have knowledge of basic LAN troubleshooting at end Point.

1.3 Virus Free Environment: The necessary support for maintaining Virus free computer environment in the office and help in upgrading the software's/virus detection mechanism would be provided by the firm. For security related issues, resident engineer of the firm will coordinate with the in charge of IT security of RailTel.

1.4 Replacement of Parts: The rate for each item should be quoted on comprehensive basis inclusive of repairs and replacement of spare parts without extra payment. Maintenance of the Desktop, printers, monitors, WiFi setup, hardware and its controllers include supply & replacement of parts free of cost (all parts of above listed items including Display, Motherboard, Charger, RAM, Hard disk, printers head, SMPS, Processor, etc.). The firm will not be liable to failure perform on account of conditions arising of accidental fire, explosion and act of war, riots, or natural calamity.

1.5 Maintenance of Equipment under CAMC: Maintenance of all the equipment will be made as and when required. The firm shall also be responsible for deploying necessary staff for cleaning of all hardware using

suitable cleaning material and equipment. Each equipment must be cleaned whenever it's necessary. A proper quarterly record shall be maintained and submitted along with the bills showing cleaning of equipment as and when required.

1.6 Quality of Spares: The equipment parts replaced must be new and equivalent in performance of existing parts.

1.7 Additional Charges: The CAMC cost includes the travelling cost for rendering service throughout the year for one or all locations & for one or all systems. Not Applicable.

1.8 Statutory Levies: The CAMC cost includes all statutory levies if any, charged by State or central Govt. for rendering this type of service.

1.9 ESIC & MWA: The bidder must ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources (if applicable). The bidder should follow all payout norms as per the MWA (if applicable). The staff posted at site should be covered with medical insurance under ESI & PF (if applicable). Necessary registration documents should be provided to RCIL at the time of submitting the invoice (if applicable)

1.10 Working Hours: The maintenance work shall normally be done during working hours of the RailTel. However, in case of emergency maintenance may have to be done beyond office hours and even on holidays prior arrangement through proper communication should be worked out in all cases by the servicing agencies.

1.11 Reporting Authority: The Service Engineer will be allowed to handle the respective equipment only with permission of the officer in-charge of Computer Systems.

1.12 Response Time & Penalty: Normal response time for repair is 24 hours from the actual time of reporting the problem to the Second party.

Response Time	Period	Penalty
	Above 24 Hours & below 48 hours	Warning but no penalty
	Above 48 Hours & below 96 hours	A penalty of 2% of the contract amount per defective system
	Above 96 hours	A penalty of 5% of the contract amount per defective system

Note: Maximum penalty will be 10% of the contract value

1.13 Termination: RailTel reserves the right to terminate the PO/Contract in case of unsatisfactory service of the firm. It will be exercised after serving one month notice to the firm.

1.14 RailTel Responsibility

When reporting a fault, RailTel shall include Severity Level of problem and output of any diagnostics, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contract number, submitter name & location, callback telephone number and/or email address, system name & location, processor location, type and serial number, and alternate contact.

1. RailTel allow remote access to contractor/OEM TSC to access their network through secure connection or digital means of meeting/remote access media permitted by government of India like Webex, Teams, etc
2. RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment's etc. to give remote access to the contractor.

1.15 Replacement of Parts:

- **Contractor's Responsibility: -**

The contractor will take over the defective cards/Parts from Site and hand-over the Replacement card at the same location. The following activities will be performed by the contractor:

1. After receiving a defective part request through NOC Center (dedicated phone line or e-mail), the defective part will be taken over by the contractor from Site. All the documentation will be provided by RailTel.
2. The replacement for defective part will be arranged by the contractor on next business day support at the Fault site/location and the faulty equipment/cards/accessories will be handed over to him. If the contractor fails to complete service / rectification within 7 days, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the contractor & up to max. of 100% of Unit Price of the product. Contractor can deposit the penalty with RailTel directly else RailTel shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills. The contractor will also give probable reason for repeated failure of cards/ modules.
3. **Uninterrupted Network:** For smooth and uninterrupted traffic during the Replacement being carried by the contractor.
4. All transportation, freight and insurance charges will be borne by the contractor.

- **RailTel's Responsibility: -**

RailTel will hand over the defective card/Parts/etc. to the contractor's authorized representative along with the relevant information & documentation.

If any part goes beyond Repair due to the contractor at the time of Repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as "unworkable" and the same will be replaced by a new one by the contractor free of cost. To achieve this contractor is required to always keep adequate spares with it during the period of AMC.

- **List of spare parts for which the cost of spares will be borne by RailTel:**

- a) If Hard Disk failed than associated Data Recovery is not covered under CAMC (Hard disk replacement/repair would be the responsibility of the firm under CAMC).
- b) Cartridge, toner
- c) Any consumable or damaged item will not be covered under the scope of work.
- d) Any upgradations.

1.16 Service Level Agreement Values (SLA): -

As described above, if the contractor fails to provide the Technical Support Services and Software/OS support within a reasonable time, the following KPIs will be used.

1.17.1 Technical Software/Application Support & Services

KPIs & SLA:

Severity Level/KPIs	Critical	Major	Minor
Respond	2 Hr	4 Hr	8 Hr
Restore/Resolve	24 Hr	48 Hr	48 Hr

1.17.2 Penalty Technical Support Services

Equipment up time should be 99.95% for System excluding the dependencies on account of RailTel and unforeseen circumstances. If the Bidder fail to achieve uptime as mentioned, 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.

Service Level	Penalties
>= 99.95%	NIL
Between 99.95% and 99.9%	0.2% of the cost of Equipment

Between 99.9% and 98.95%	2% of the cost of Equipment
Between 98.95% and 97.95%	4% of the cost of Equipment
Between 97.95% to 95%	6% of the cost of Equipment
< 95%	10% of the cost of Equipment

Note:

1. In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.

1.17 Information to Bidder for Compliance:

1. For AMC L-1 support would generally be given by the RailTel, and L-2/L-3 support will be given by contractor/OEM. However, in case of emergency, contractor must provide all the support irrespective of the level of the support required.
2. For AMC, contractor must give the rates for 3 years and its breakup. The period of the AMC may be increased by two more years at discretion of RailTel on year-to-year basis.
3. Any changes in Taxes during the currency of the contract would be on RailTel's account. However, any variation during the period beyond DOC would be on account of contractors if delay is not on RailTel's part.
4. The agency must provide the support within 24 working hours after lodging of the complaint to the contractor support center. The contractor must give the official address, mail, telephone no. where complaints must be lodged by RailTel for support. In case support is not given within next business day, penalty will be levied.
5. The equipment shall be handed over to the contractor in working condition and after testing it will be responsibility of the contractor to maintain it under AMC.

Commercial Terms and Conditions

1. **Period of Contract:** The contract is valid for three years from the date of issue of LOA for AMC. The rates shall remain in force for the full period of the contract. No demand for the revision of rates on any account shall be entertained during the currency of contract period. The period may be extended by another two years at the discretion of RailTel on year-to-year basis and on same terms and conditions.
2. **Payment Term:** The AMC charges shall be paid on quarterly basis after completion of quarter on submission of following documents
 - a. Tax Invoices,
 - b. Duly verified attendance of Resident Engineers,
 - c. Cleaning and maintenance report of equipment as per Clause No.1.5,
 - d. Certificate of satisfactory work completion report by work in charge of RailTel,
 - e. Certificate of compliance of labour laws e.g. minimum wages act, ESIC, PF etc.

Bill passing authority will be Sr. DGM/Procurement and bill paying authority will be Sr. DGM/Finance of Regional Office of RailTel.

3. Delivery Period: The AMC should be started within 15 days of issue of "LOA".
4. GST registration certificate of vendor should be provided.

5. Tender Cost: NIL

6. Estimated cost of the Tender is Rs. 18,28,782/- (Tax inclusive).

7. Earnest Money Deposit (EMD)

- (a) A sum of **Rs. 36,600/-** for respective tendered section should be deposited as in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi or Online Transfer in RailTel Bank A/c as per detail given below:

Name of Bank: **Union Bank of India.**

Name of the Account Holder: **RailTel Corporation of India Limited**

Account Number: **307801010917906**

IFSC: **UBIN0530786**

Branch/MICR Code: **Connaught Place/110026006**

Branch: 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001

(b) Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before the date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money Deposit will be summarily rejected.

(c) The EMD shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- a. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- b. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

Note: 1) In case the tenderer falls in this category, the bidder should furnish a certified copy of its valid registration details.

2) The tenderer shall submit notarized bid security declaration on non-judicial stamp paper of Rs.100/- as per Annexure-VI on GeM portal failing which bid shall be summarily rejected.

(d) 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.

(e) 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.

(f) The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. 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.

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

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

(i) Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

(j) This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012" or latest issued by MoSME." The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

8.0 Eligibility/Evaluation/Qualification Criteria:

8.1 QUALIFYING CRITERIA

8.1.0 General:

8.1.1 Qualifying criteria under this Para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment's and financial and human resources to successfully complete the project & CAMC.

8.1.2 The tender should submit details of experience of similar works in the projects executed.

8.1.3 Bidder must have either own or through Service Provider full-fledged Service Support facilities like tools and spares, along with trained manpower in Delhi capable of giving maintenance service for all the 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the Authorized Partner support Centre on a dedicated number/webmail.

8.2 Technical Capability and meaning of similar work:

The bidder / OEM (themselves or through reseller(s) having valid authorization of OEM) should have executed similar works during preceding 03 (three) 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 Organization 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.

Note: 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.

Work experience certificates from private individuals 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 a 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).

8.2.1 Definition of similar work is as under-

Work similar to the scope of work as contained in this tender shall mean the work involved,

Similar work means: Supply and installation & commissioning and maintenance of IT Equipments / Electronic Equipments.

or

Comprehensive Annual Maintenance of Desktop Computers/CPU/Laptops/Monitors/Printers

8.3 Financial Criteria for Bidder:

The bidder should have a minimum cumulative turnover from operations 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.

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.

- (i) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

8.4 Financial Criteria for Startup:

The condition of prior turnover may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 of GFR 2017). As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09. 2016, relaxation regarding the prior turnover is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

Bidder should have authorization specific to this tender from respective OEM as per Annex-VI.

The tenderer must have received annual turnover of minimum 50% of the advertised value of the tender for which they are participating in the past three financial years & current year before the date of opening of tender.

Note: -Firms claiming these relaxations are required to submit along with their offer, a copy of current and valid Start-up registration certificate otherwise their offer would not be considered for relaxation. All other terms & condition will remain the same.

- 8.5 (a) The bidder should not have been blacklisted by any agency /purchaser during the past 5 years and should give an undertaking for the same.

(b) The bidder should have positive net worth and should give CA certificate for the same.

- 8.6 The Tenderer shall quote Total all Inclusive Rate on C.I.P. destination basis clearly Indicating the breakup of rates, applicable duties, taxes, etc.

9.0 Validity of offer:

Validity of offer: **60 days (Sixty days only)** from the date of opening of tender.

10.0 Security Deposit/Performance Security:

The successful tenderer shall submit security deposits in the form of DD/EFT for due fulfillment of contract as per the details given below:

Security Deposit/Performance security: 5 % of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 39 months, 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.

10.1 The security deposit / Performance *Security* shall be submitted to RailTel Regional Northern Office, Shastri Park, Delhi.

10.2 No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.

10.3 The Performance security shall be forfeited and credited to the RCIL account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty (if any) under the contract.

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

10.5 If the delivery period gets extended, the BG should also be extended appropriately.

Note: In case value of BG comes to Rs.5 Lakhs or less, same should be submitted in the form of DD/Banker cheque/NEFT etc. The Railtel’s Bank Details are already given vide Clause-7(a).

11.0 Execution of Contract

The In charge of this work will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

12.0 Rates During Negotiation

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation of withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

13.0 Issue of LOA/Award of Contract

RailTel shall consider placement of LOA for those bidders whose offers have been found technically and commercially acceptable and are lowest as per Clause 1.8. The bidder shall within 15 days of issue of LOA, give his acceptance along with Performance security as per Clause 10.

14.0 RailTel right to accept any Bid and to reject any or all Bids.

RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel action.

15.0 Variation of Quantities at the Time of Award

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

should provide 4% rebate on price for increased quantity between 140% to 150%. On further increase in quantity beyond 50%, than negotiation with bidder for further mutually applicable rebate on price.

16.0 Constitution of Firm and Power of Attorney

1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - b) As partners or partners of the firm.
 - c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made after the execution of the contract agreement.
4. In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
5. In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
6. The duly notarized Power of Attorney shall be submitted in original at the time of bid submission.

17.0 Clauses of GeM and Bid Specific RailTel's ATC:

- i) The bidder is required to give acceptance of all the clauses of GeM bid, Buyer added bid specific ATC, RailTel's bid specific ATC documents and all Corrigenda. Any deviation / non-acceptance may lead to rejection of the bid.
- ii) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- iii) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No:
- iv) In case, If any contradiction between GeM Bid, Buyer added bid specific ATC, RailTel's Bid Specific ATC and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.
- v) Online Submission of certificate/documents as per Buyer Added Bid Specific Terms and Conditions

18.0 Force Majeure:

- (i) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or eventssuch as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. AnFM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs andit cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- (ii) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the

supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

19.0 Breach of Contract, Remedies and Termination:

- (i) In case the contractor is unable to honor important stipulations of the contract, or gives notice of his intention of not honoring or his inability to honor such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to supply the required quantity or quality. It could also be due to breach of ethical standards or any other stipulation that affects Procuring Entity seriously.
- (ii) The purchaser or its authorized representative is not to enter into correspondence after expiry of the delivery date stipulated in the contract because such a correspondence will keep the contract alive and would amount to abrogation of the purchaser's right and remedies for delays by the contractor. This situation will not allow the purchaser to cancel the contract straight away without first serving a performance notice to the supplier. However, even after expiry of the delivery period of the contract, the purchaser may obtain information regarding past supplies, and so on, from the supplier, simultaneously making it clear to the supplier that calling of such information is not intended to keep the contract valid and it does not amount to waiving the breach and that it is without prejudice to the rights and remedies available to the purchaser under the terms of the contract. As soon as a breach of contract is noticed, a show cause notice should be issued to the contractor reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately. The CA may terminate a contract in the following cases.

19.1 Cancellation of Contract for Default:

- (i) Without prejudice to any other remedy for breach of contract, such as removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:
 - a. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
 - b. If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
 - c. If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - 1. Forfeiture of performance security.
 - 2. However, the supplier shall continue to fulfill the contract to the extent not terminated.
- (ii) Before cancelling the contract and taking further action, it may be desirable to obtain legal advice.

19.3 Termination of Contract for Insolvency

If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RailTel.

19.4 Termination of Contract for Convenience

After placement of the contract, there may be an unforeseen situation compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the supplier for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective. This is not Procuring Entity's legal right– the contractor has to be persuaded to acquiesce. Depending on the merits of the case, the supplier may have to be suitably compensated on mutually agreed terms for terminating the contract. Suitable provisions to this effect should be incorporated in the tender document as well as in the resultant contract.

20.0 Settlement of Dispute:

20.1 For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

20.2 For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

21.0 Confidentiality Clause (Networking, IPs etc.):

Bidder has to submit an undertaking regarding Networking, IPs and any other data not to be taken or disclosed to any other person. No asset will be allowed to take outside from the RailTel Office until or unless it is not possible to maintain at site and without the permission of authorized person.

22.0 RailTel's Contact Person /Designation: (for General Information):

Mr. Vachaspati Bhardwaj,
Spl.Asstt. General Manager/ Procurement
Mobile: 9717612008
E-mail ID:
vachaspatibhardwaj61@railtelindia.com

Shri Vikas Singh,
Sr. Dy. General Manager /
Procurement
Mobile: 9729544113
E-mail ID: vikas@railtelindia.com

Note: In case, if there is any contradiction between GeM's General Terms & Conditions, RailTel's Additional Terms & Conditions will prevail.

FORM-2A

STANDARD FORMAT OF CERTIFICATE TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be executed in the 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 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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/ We hereby declare that I/ We have downloaded the tender documents from electronic-tender portal. I/ We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
- (iv) I/ We declare and certify that I/ we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and the 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 2 years on entire RailTel. Further, I/we (*insert name of the tenderer*) ** and all my/our constituents understand that my/our offer shall be summarily rejected.

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

OFFER LETTER

RailTel Corporation of India Ltd. 6th Floor, Delhi IT Park, Shastri Park, Delhi

I/We_____have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date of opening and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of **“Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years”** within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

1. I/We have submitted “Earnest Money” amounting Rs..... through DD No. dated...../online transfer UTR No..... dated

SIGNATURE OF SUPPLIER (S)

Date:

SUPPLIER (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

SOR Details

1. SOR wise details are as :

S. No.	Description of Item/Services	Qty. (in Nos.)	Unit Price (Per Unit Per Annum) (excl. Tax)	Total Price (excl. Taxes)
1	All in one PC and CPU	56		
2	Monitors /LED Screen	57		
3	Printers (Deskjet & LaserJet)	31		
4	Laptop	19		
5	Resident Engineer	1		
	GST @18% (in Rs.)			
	Total Cost (in Rs.) for 1 st Year (incl. Taxes)			
	Total Cost (in Rs.) for 2 nd Year (incl. Taxes)			
	Total Cost (in Rs.) for 3 rd Year (incl. Taxes)			
	Grand Total Cost (in Rs.) (1 st +2 nd + 3 rd Year) (incl. Taxes)			

PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter

To,

**Sr.DGM/Procurement
RailTel Corporation of India Ltd.
Northern Region
6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053**

Dated:

Dear Sir,

Sub: NIL Deviation Compliance for **GeM Bid No.**

Dt2025

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	Existing Clause Tender	Proposed Clause	Remarks, if any

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-IV 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 fulfil 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 – VI

FORMAT FOR BID SECURITY DECLARATION TO BE SUBMITTED/

UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in the 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 tenderer)

Whereas, I/We_(Name of Agency) has submitted bid for _ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the MSE bidders as per Govt. of India guidelines issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) submitting Earnest Money Deposit :-

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

Check list

SN	Have you submitted the following documents?	Submitted/Complied or not	Page No/Ref. no. of offer	Action if required documents not submitted along with the tender
1	Proof of payment of EMD (Rs.36,600/-) as per Clause-7© of ITB. (MSEs Units registered with UDYAM under single point registration scheme & Startup shall be exempted from EMD cost subject to submission and 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.subject to submission of Bid security declaration duly notarized in Annexure-VI on non-judicial stamp paper of Rs. 100/-as per Annexure-VI on GeM portal failing which bid shall be summarily rejected.			Summarily rejected.
2	<u>Digital signed copy of tender document</u>			Liable to be Rejected
3	<u>Form-II (Offer letter):</u>			Liable to be Rejected
4	Standard format of Certificate duly notarized as per Annexure-I on non-judicial stamp paper of Rs. 100/- regarding authenticity of the documents submitted /information provided in the bid. Non submission of Standard format of Certificate by the bidder shall result in rejection of his/their bid.			Summarily rejected.
6	Eligibility/Evaluation/Qualification Criteria: - Completion/Performance Certificate in support of similar nature of work as per Clause 8.2 of ITB.			Summarily rejected.
7	Financial Criteria for Bidder: - Contractual payment received as per Clause-8.3 / 8.4 of ITB.			Summarily rejected.
8	Technical Compliance of all Specification of Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years, GeM Bid and ATC documents.			Liable to be Rejected
9	Form-V Deviation Statement, if any, (Specification of Comprehensive Computer AMC (CAMC) Contract with On-Site Engineer for Desktop PCs/Laptops/Printer installed at RailTel RO Office Shastri Park, Delhi and NOC office at Thomson Road New Delhi, NR for the period of 3 Years, GeM Bid and ATC documents).			Liable to be Rejected
10	Cost breakup of price indicating Basic rate, GSTetc.			Liable to be Rejected
11	Orders in hand.			Liable to be Rejected
12	All documents attached/uploaded online should be duly signed by the authorized signatory.			Liable to be Rejected