GEM/2023/B/2954411

Date: 9th Jan 2023

Corrigendum - III

Supply of Tier – I Router of Juniper make along with SFP and Patch Cords at Various locations of RailTel

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CORRIGENDUM-III

Corrigendum-III for Supply of Tier – I Router of Juniper make along with SFP and Patch Cords at Various locations of RailTel

In reference to the Tender for the Supply and Supervision of Testing & commissioning of Tier – I Router of Juniper make along with SFP and Patch Cords at Various locations of RailTel against GeM Bid no. GEM/2023/B/2954411 dated 9.01.2023, all are advised to note the following changes in the tender document:

1. Change in clause 8 Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security.

Present	Revised
8 Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security: **8.1** Estimated cost of tender: Estimated cost of the Tender is Rs. 2,76,93,799/- (Incl. GST). **8.2** Earnest Money Deposit (EMD)/ Bid Security: All the Bidders are required to deposit EMD amount of Rs. 5,53,900/- as "Earnest Money" through RTGS/Internet Banking. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit). 1. Offers without complete amount of Earnest Money shall be summarily rejected. 2. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible. 3. The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA and submission of PBG against LOA. 4. Bank Details for RTGS/Internet Banking is given below: Beneficiary Name: Railtel Corporation of India Ltd	**8 Estimated cost of tender & Earnest Money Deposit (EMD#)/ Bid Security:** **8.1** Estimated cost of tender: Estimated cost of the Tender is Rs. 2,76,93,799/- (Incl. GST). **8.2** Earnest Money Deposit (EMD#)/ Bid Security: All the Bidders are required to deposit EMD# amount of Rs. 5,53,900/- as "Earnest Money" through RTGS/Internet Banking. The EMD# may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit). 1. Offers without complete amount of Earnest Money shall be summarily rejected. 2. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible. 3. The successful bidder's EMD# will be discharged upon the bidder's acceptance of the LOA and submission of PBG against LOA. 4. Bank Details for RTGS/Internet Banking is given below: Beneficiary Name: Railtel Corporation of India Ltd

Bank Name: Ratnakar Bank Ltd Account no.: 409001169400 IFSC Code: RATN0000100 Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.	Bank Name: Ratnakar Bank Ltd Account no.: 409001169400 IFSC Code: RATN0000100 Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid. #EMD Eligible MSEs are exempted from cost of EMD only. No other exemption will be given.

2. Change in clause 9 Security Deposit/Performance Bank Guarantee.

Present	Revised
9. Security Deposit/Performance Bank Guarantee: The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below: i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 4 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged forthe delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. ii. The security deposit/PBG shall be submitted to concern Region. iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and addressand advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.	**9. Security Deposit/Performance Bank Guarantee**: The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below: i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity till AMC period + 4 months (i.e., 100 months), failing which a penal interest of 15% per annum shall be charged forthe delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. ii. The security deposit/PBG shall be submitted to concern Region. iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and addressand advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

iv. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage. v. 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 under the contract. vi. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Concerned Region. **Note: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.**	iv. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage. v. 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 under the contract. vi. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at Concerned Region. **Note: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.**

3. Change in clause 17 Long Term Maintenance Support.

Present	Revised
17. Long term Maintenance support Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of **5 years**. The long-term maintenance support shall be comprehensive and include all hardware and software of equipment supplied againstthis contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel. Buyer reserves the right to enter into Long Term Maintenance @ 3.5%	**17. Long term Maintenance support** Tenderer/OEM shall provide maintenance support after successful completion of the warranty obligations for a minimum period of **5 years**. The long-term maintenance support shall be comprehensive and include all hardware and software of equipment supplied againstthis contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel. Buyer reserves the right to enter into Long Term Maintenance @ 3.5%

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<td>of ordered value of equipment after expiry of warranty period. Bidder/OEM, shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly andupdate/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement. AMC cost for 5 years shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing and for AMC he will be paid @ 3.5% per annum. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum. AMC would have to be valid for minimum period of 5 years after the warranty.

Separate agreement for AMC after warranty period shall be entered with OEM or Bidder specifically authorized by OEM by RailTel. A fresh Bank Guarantee for a value of 3% of the value of the AMC contract's 5 years value valid for a period of 64 months (4 months beyond the AMC period of 5 years) from the date of issue of LOA shall be required to be submitted by Bidder/OEM for due fulfillment of long term maintenance support obligation. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end ofevery quarter would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.</td>
<td>of ordered value of equipment after expiry of warranty period. Tenderer/OEM, shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly andupdate/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in Rs. over and above 3.5% of overall cost (incl. of taxes and duties), if perceived by the OEM/Tenderer, may be indicated in Schedule of Requirement. AMC cost for 5 years shall be added towards evaluation of tender. If the tenderer believes their AMC cost is lower than 3.5% per annum, they should offer a corresponding discount on equipment pricing, and they will be paid for AMC at a rate of 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, they will be paid at his quoted rate per annum. AMC would have to be valid for minimum period of 5 years after the warranty.

Separate agreement for AMC after warranty period shall be entered with OEM or Bidder specifically authorized by OEM by RailTel. In case the bidder failed to comply this term, RailTel reserve right to encash the PBG given with the original LOA.

Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end ofevery quarter would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

Note
1. The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II.
2. In the event that the bidder is unable to execute the long-term maintenance of the product, RailTel reserves the right to award the</td>
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Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II. Any deviation / non acceptance will lead to rejection of the bid.	**project to another authorized partner of the OEM. The cost of unfinished work will be recovered from the bidder.**

4. Extension of Bid End Date/Time as mentioned below:

Present	Revised
Bid End Date/Time 20-02-2023 15:00:00	Bid End Date/Time 23-02-2023 15:00:00
Bid Opening Date/Time 20-02-2023 15:30:00	Bid Opening Date/Time 23-02-2023 15:30:00

All other terms and conditions will remain unchanged.

16/2/23

(Himanshu Kumar) Add.GM/NTP

(For and behalf of RailTel Corporation of India Ltd.)