

Information to Bidder for “Supply, Installation and Commissioning of SIP to PRI Converter and Switches” through GeM”

Ref: GeM Bid No. GEM/2022/B/2478353 dated: 27-08-2022

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC as one time exercise. In future all the specs will be available on GeM portal.).

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate. **In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.**
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
6. GSTIN RC of vendor for state should be provided from where goods will be supplied.

7. Delivery Period, Consignee Address, Inspection and Installation

7.1 Delivery Period: The supplier will have to supply the material within 45 days from the date of issue of confirmed LOA/PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

7.2 Consignee Address:

**Sr. Manager/Stores,
RailTel Office, New Delhi,
Northern Region.**

7.3 Inspection: Inspection shall be carried out by authorized representative of RailTel's.

7.4 Scope of Work:

7.4.1 Supply, Installation & Commissioning of SIP to PRI Gateway alongwith Web Monitoring Software and switches for Exchange Connectivity at RailTel Customer offices at Prayagraj, Ahmedabad and Corporate Office, New Delhi.

7.4.2 Online Training of the System.

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

8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. **11,21,000/-** (Incl. GST).

8.2 Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Bid Security: Rs. 22,420/- in the form of Pay Order/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of xx/yy/2022 (Bid Opening Date). The Bid received without EMD will be summarily rejected.

8.3 In addition to clause 8.2 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 14/15-F, Connaught Place, New Delhi-110001.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED N R COLLECTION A/C (RCIL)
Account No.	307801010917906
IFSC Code	UBIN0530786
Branch/MICR Code	Connaught Place/110026006

8.4 Eligible MSEs are exempted from EMD.

9. This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

10. Security Deposit/Performance Guarantee:

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

- i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO.
- ii. The security deposit/PBG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.
- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

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

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

11. Eligibility Criteria for OEM (SIP to PRI Converter and Switch):

- The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- The OEM should have supplied at least 1 number of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of **SIP to PRI Converter and Switch** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

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

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

Similar Work# Supply / Supply and Installation of SIP to PRI converter/Switch for any Government department or Public Sector Units or public listed companies (as per note below).

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate

12.2 Financial Criteria for Bidder:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

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

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

13. Splitting of Quantity:

13.1 Deleted

13.2 In case bidder claims PMA, Government of India Guideline/Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

14. Warranty:

14.1 The materials are to be warranted for **3 years** from the date of delivery to the consignee. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet Cards/Modules 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.

14.2. 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.

15. Purchaser's Right to Vary Quantities:

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in below para without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA.

(A) Upto maximum extent of +/- 50% subject to following condition

- i. Upto +25% with no rebate.
- ii. From +25% to +40% with 2% rebate
- iii. From +40% to +50% with 4% rebate

(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

(C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.

16. Long Term Maintenance Support:

- 16.1 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 against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.
- 16.2 Buyer reserves the right to enter into AMC @ 3.5% of ordered value of equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited. Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for Five years and four months for 3% of the Long Term Maintenance Support cost of five years, shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation. Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

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

17. Payment Conditions: -

- (i) 100% payment on full supply.
- (ii) 80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply. The following documents are to be submitted for payment:
 - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan.
 - Original Consignee receipt.
 - Original Inspection Certificate.
 - Transit Insurance Certificate.
 - Warranty Certificate of OEM.
 - Proof of SD/PG submitted.
 - Certificate of receipt of Goods in good condition & installation thereof from RailTel.
 - Declaration of non-applicability of e-invoicing, if applicable.
 - Declaration regarding 206AB/206CCA of IT act.

18. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-V. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

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

19. Power of Attorney:

Power of attorney 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 and Original copy is needed to be submitted by the successful bidder before issuance of PO.

20. On line 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 ____ Hrs of __.__.____ and the bid will be opened at ____ Hrs of __.__.____.

- (i) Offer letter as per Annexure-II.
- (ii) EMD Submission details.
- (iii) BOQ of offered equipment.
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (v) Data Sheet of offered equipment.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- (viii) Certificate from the End user against the Eligibility criteria for OEM para 11.
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (x) Long Term Maintenance Support Proforma as per Annexure-VI.
- (xi) MAF/OEM Authorization as per Annexure-IV.
- (xii) Notarized affidavit on a non-judicial stamp paper as per Annexure-V.

- (xiii) Certificate as per Annexure-VII.
- (xiv) Nil Deviation as per Proforma attached in Annexure-VIII.

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the “**Information to the Bidders**” document is mandatory. 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 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: _____**.

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

Annexure-I

Technical Specifications

1. All Equipment should be:

- i. With 3 years warranty & 5 years AMC.
- ii. Equipped with necessary hardware/software to comply all above required / support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iv. OEM (SIP to PRI Converter and Switch) should have its Service Centre at min 04 locations in major cities in India. Service center details to be shared along with address and contact no. and person.
- v. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL, CE and FCC and meets all standard and specification of UL, CE and FCC.

2. SOR wise details are as:

SOR	Item Description	Units	Qty.
SOR-1	SIP to PRI Converter as per technical specifications of SOR-1 of Information to Bidder.	Nos.	03
SOR-2	Web Monitoring Software to track the device status, calls received, declined as per technical specifications of SOR-2 of Information to Bidder.	Lot	01
SOR-3	Switch as per technical specifications of SOR-3 of Information to Bidder.	Nos.	03
SOR-4	Onetime Installation and Commissioning and Training of the system	Lot	01

Technical Specification of SOR Items

SOR 1 & 2: SIP to PRI Converter along with Web Monitoring Software

SN	Specification
1	The SIP to PRI convertor should cater to all enterprises i.e small, medium, large, Telecom Operators, VoIP Providers, Trunking with IPPBX like Asterisk/3CX/Elastix and proprietary providers like Cisco etc. to connect the legacy PST network to the VoIP network.
2	The SIP to PRI convertor should have all the LED indicators on board to detect the working status of the device.
3	The SIP to PRI convertor should have at least dual fast Ethernet ports however giga Ethernet would be preferable for futuristic application.
4	The SIP to PRI convertor should have a RS-232 console with RJ48C serial interface of 120 π , SIPv2, SIP-T.
5	The SIP to PRI convertor should support SIP v2.0 (UDP/TCP), RFC3261, SDP, RTP(RFC2833), RFC3262,3263,3264,3265,3515,2976,3311 RTP/RTCP, RFC2198, 1889, TLS/SRTP, SIPT, RFC3372, RFC3204, RFC3398, SIP Trunk Work Mode: Peer/Access, SIP/IMS Registration: with minimum 256 SIP Accounts, NAT: Dynamic NAT, Rport.
6	The SIP to PRI convertor should support G.168 compliant Echo Cancellation, Silence Suppression, VAD, CNG, DJB, ADB, Packet Loss Concealment (PLC) voice over packet capabilities, QoS control: ToS, DS, None.
7	The SIP to PRI convertor should support G.711 a-law/ μ -law, G.723.1, G.729A/B,iLBC,AMR voice codecs
8	The SIP to PRI convertor should support RFC2833, SIP INFO, INBAND dtmf mode.
9	The SIP to PRI convertor should support T.38, Pass-Through, FoIP.
10	The SIP to PRI convertor should support software features viz. dialplan, caller number whitelist, blacklist, number pool, min. 100 SIP Trunks, minimum 2000 dialing rules, minimum 256 routing rules Without SIP Server, number manipulation.
11	The SIP to PRI convertor should support maintenance features viz. Web GUI, Telnet, SNMP V1/V2/V3, TFTP/HTTP firmware upgrade, PSTN Backup/Restore, PSTN Call Statistics, SIP Trunk Call Statistics, Network Capture, Syslog: Debug, Info, Error, Warning, CDR, NTP Notice with full efficiency on all standard and licensed codecs viz pcm(a/u),G723,G729.
12	The SIP to PRI Should support PSTN - IP, IP - PSTN, PSTN - PSTN, IP - IP route direction.
13	The SIP to PRI convertor should be able to show the basic commands through the telnet viz. performance like cpu load at current time or in time frame, block / unblock all or specified e1

	ports, debug calls, show IP Address, debug call history and reasons of call failures or success to be viewed over network tool like Wireshark.
14	The SIP to PRI converter should allow Call signalling tool over the web GUI.
15	The SIP to PRI Converter should allow Radius configuration defining the port, retries, for primary and secondary server on given ports and server key.
16	The SIP to PRI Converter should be able to be fitted in a desktop environment as well as 1U Chassis with all the accessories present along with.
17	The SIP to PRI Converter should support minimum Operating Temperature: 0 °C ~ 45 °C, Storage Temperature: -20 °C ~ 80 °C and Humidity: 10%-90% (Non-Condensing).
18	The SIP to PRI converter should have 2 E1 PRI ports with 60 concurrent calls.
19	The device should be supplied with 5 years warranty along with remote technical support.
20	The complete solution implementation need to be taken care by the Solution Provider. Only Product Suppliers are not entitled to participate in the tender.
21	If required, POC need to conduct to show case for integration of converter with the existing Cisco call manager i.e. CUCM.
22	SIP to PRI converter should be embedded hardware appliance.
23	Device should have option for 230V AC power supply for powering ON.
24	Remote Management System should be supplied along with device for the following features/facilities:
24.1	The software should centrally manage SIP to PRI Converters allowing users to remotely maintain devices using Web GUI interface and meanwhile providing alarming logs, data backup, call statistics and white & black list, which facilitate network administrators to manage gateways and monitor their running status anytime.
24.2	The software should have Device-related information includes device SN, device name, version, description or product name, while the widgets is related to service management, device management, user management, alarm log, device model, message etc.
24.3	The software should have Device Statistics, Device List, Call Statistics, Alarm Log, Equipment Config and Device Report to navigate to corresponding pages
24.4	The software should have the option to add multiple zones, modify zones, backup configuration, restore configuration, reset password, restart gateway, view port status, call statistics, retrieve cdr, etc.
24.5	The software should have option to search a device by entering device SN, device name, version, description or product name in the search bar.
24.6	The software should have 'Alarm Log' tab to see all alarm logs of a specific domain
Note:- In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.	

SOR 3: Switch

SN	Specification
1	The switch should have minimum 24 x 10/100/1000BASE-T ports, 4 x 1G (minimum) SFP ports.
2	Switching capacity should be 56 Gbps or better; forwarding rate 41.7 MPPS or better
3	Should have support for 802.3x flow control.
4	Should support 802.1D spanning tree control / RSTP support, flow or netflow.
5	Should support management features like Web-based GUI, SNMP, TFTP Client, System Log, DHCP/BootP.
6	Should support Auto MDI-II/MDI-X uplink for all the twisted pair ports.
7	Should support 802.1Q VLAN, 802.1p Priority queues.
8	Should support port mirroring.
9	Should support jumbo frame.
10	Should support console port or telnet and web GUI based management.
11	Should have AC power supply arrangement as given below in chassis without any external adaptors with redundant power supply (RPS): AC power supply 100 to 240 V AC with 50 to 60 Hz.
12	Should support 16000 entries in MAC table.
13	Should support Port-based VLAN, 802.1Q Tagged VLAN & Voice VLAN along with Management VLAN.
14	Should support spanning-tree root guard or similar functionality.
15	Should support spanning-tree Port Fast guard for fast convergence or similar functionality
16	Should support security features like SSL (HTTPS)/SSH, Broadcast/Multicast/ Unicast Storm Control, DoS Attack Prevention.
17	Should support Quality of Service (QoS) like Priority Queue, Class of Service (CoS), Rate Limiting (Bandwidth Control), Strict Priority Queue (SPQ), Weighted Round Robin (WRR)/ Shaped Round Robin (SRR).
18	IPv6 feature should be ready from day 1.
19	Switch shall be with Rack Mountable clamps for standard 19-inch rack mountable.

20	Minimum Operating Temperature 0 to 50 degree.
21	Switch should support LLDP or similar functionality.
22	Switch should have EMI CERTIFICATE as per EN/FCC/IC/CE.
23	Switch should have SAFETY CERTIFICATE as per UL/ IEC/EN 60950
24	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 v) Threshold alarms for Temperature
25	Should support following for min. 64 Groups: i) IGMP Snooping, ii) IGMP v1/v2/v3 awareness Snooping, iii) IGMP Snooping Queried
	Note: In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

OFFER LETTER

Joint General Manager/NTP,
Northern Region, RailTel
6th Floor, 3rd Block,
Delhi Technology Park,
Shastri Park, New Delhi,
Delhi-110053

Ref: - Tender No.....Dated: xx.xx.2022

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

3) Online payment vide transaction No. _____ dated _____ for Rs. ____ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi 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) / Tenderer(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) / Tenderer(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.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

(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.

Dated the day of ,2022

for
(indicate the name of the Bank)

Witness:

1. Signature
 Name
2. Signature
 Name

Manufacturer Authorization form (MAF)

Joint General Manager/NTP/NR
RailTel Corporation of India Ltd.
6th Floor, 3rd Block,
Delhi Technology Park, Shastri Park,
Delhi – 110053.

Date: _____

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

Ref: Tender No.....dated.....

Dear Sir,

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

We hereby authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon award of the
bid to execute the **“Supply, Installation and Commissioning of SIP to PRI Converter and Switches”**
of our range of products against your above said bid.

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

Thanking you,
Best regards,

Authorised Signatory

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

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____
as per the tender No. _____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the OEM)

To

Joint General Manager/NTP,
 RailTel Corporation of India Limited,
 Northern Region

Applicable for OEM directly participating in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 16 of ITB shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable when Authorized Distributor/Partner of OEM is bidding in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 16 of ITB shall be met **by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions** pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM Authorized Officer)
 Seal

Signature of witness:

1.
2.

Note: Please Strike out whichever is not applicable.

**GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER
WHICH SHARES A LAND BORDER WITH INDIA**

- 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:
 -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. 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 of 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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.]"

PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING

(To be signed by the Bidder)

To,

**Joint General Manager/NTP,
RailTel Corporation of India Limited
6th Floor, IIIrd Block,
Delhi Technology Park, Shastri Park,
New Delhi-110053.**

Tender Reference No.:

Sub: NIL Deviation Compliance

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

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

(END OF TENDER DOCUMENT)
