RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply of CGNAT Juniper/Nokia Card along with Required Hardware and software licenses"

Ref: GeM Bid No. GEM/2023/B/3044196

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 the website www.railtelindia.com*

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 as per Annexure-III.
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unit rates should correspond to the referred unit rate. Priced BOM/BOQ submitted with technical bid will be summarily rejected.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. **Delivery Period, Consignee Address and inspection**

7.1 **Delivery Period:** The supplier will have to supply the material within 90 days from the date of issue of the confirmed 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 10% of the contract value will be levied. The material will be delivered to CNOC for configuration. After configuration, it's the bidder's responsibility to dispatch/deliver the materials to the locations decided by RailTel.

7.2 **Consignee Address:**

S. No.	Consignee	Consignee Address	RailTel Region	Items to be delivered

1	AGM/CNOC	RailTel Office, Shastri Park	Corporate Office	SOR Item 1: 4 nos.

Note: Consignee ID and Zip code mentioned in BOQ and consignee details are given in the GeM bid document are indicative. Above clause 7.2 should be considered by the bidder while quoting.

7.3 Inspection:

7.3.1 The supplier/manufacturer shall give a call for inspection considering delivery within delivery period when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and the inspection certificate issued.

7.3.2 The supplier/manufacturer shall submit along with the inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.

7.3.3 In case material/equipment fails during the inspection, a fresh lot of the same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to the manufacturer's / supplier's account/cost.

7.3.4 Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

7.3.5 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

7.3.6 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at the manufacturing facility, the equipment shall be accepted on the basis of the supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the HOD of the Indenting department should be obtained recording the reasons for it.

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

8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 3,29,38,697/- (Incl. GST).

8.2 Earnest Money Deposit (EMD)/ Bid Security:

All the Bidders are required to deposit EMD amount of Rs. 6,58,800/- 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

5. 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.

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 the concerned 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.

10. Eligibility Criteria for OEM: DELETED

11. Eligibility Criteria for Bidder:

11.1 Technical Eligibility for Bidder:

A. For Start Ups:

The Tenderer should have executed

(i) Single order of Supply/provision of similar work # costing not less than 35% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender,

OR

(ii) Two orders of Supply/provision of similar work # costing not less than 20% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender,

OR

(iii) Three orders of Supply/provision of similar work # costing not less than 15% of the tendered value during last preceding 3 financial years (i.e current year and three previous financial years) from the date of opening of tender.

The bidder shall also furnish supply/ work completion certificate issued by customer/s for the Purchase Orders/Work Orders.

B. For Others:

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 Network Equipment with satisfactory working in Government/PSUs/Telecom Service providers/Public Listed Company in India or outside India.

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 anyreputed 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.

11.2 Financial Eligibility for Bidder:

A. For Start-ups:

The bidder should have minimum cumulative turnover of 50% of tendered value or above during the last 3 financial years (i.e current year and/or three previous years). The bidder should provide Audited Balance Sheets/annual reports as documentary evidence and for current year, the statutory Auditor's certificate for turnover of current year up to the date ofbid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

B. For Others:

The tenderer must have received Contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect whichmay 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.

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., IndianRupee 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 tenderis invited. In case of any other currency, the same shall first be converted to US Dollars as onthe 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.

11.3 The bidder should have registered office in India for a minimum period of 3 years as on schedule date of bid opening. Certificate of incorporation will have to be submitted.

11.4 The bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telcom Service Provider/ISP/NLD, Services License of Government of India for Telecom Operation.

11.5 Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any

Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorized signatory to be submitted by the Bidder.

13 Splitting of Quantity: Deleted.

14 Evaluation Criteria:

i. The bidder shall quote the equipment prices as per the price format given in the GeM portal.
ii. Bidder should quote for all the items. The Offers will be evaluated on total cost including Long Term Maintenance Cost as quoted.
iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
iv. Offers from the tenderers not meeting the eligibility criteria will not be considered.
v. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

15. 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% upto 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.
c. Variation will be operated before issue of RailTel confirmed PO.

16. Warranty:

The materials are to be warranted for **3 years** from the date of configuration by RailTel Central-NOC. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

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 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.

Buyer reserves the right to enter into Long Term Maintenance @ 3.5% 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 submittedby 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 of every 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: 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.

18 Repair and Return Services applicable for Warranty Period (Clause No. 16) as well asLong Term Maintenance Support (Clause No. 17)

18.1 Repair

18.1.1 Contractor's Responsibility:-

- The Contractor will take-over the defective equipment/component from station/site andhand-over the repaired equipment/component at the same location. The following activities will be performed by the contractor:

- After receiving a defective part request through Welcome Centre (dedicated phone line or email), the defective equipment/component will be taken over by the contractor

from each of the station. All the documentation including identification number (Serial number) will be provided by RailTel.

- There will be initial one time activity of all existing faulty equipment/component being repaired by Contractor before commencement of the AMC. AMC will cover onlyequipment which are in working condition.

- **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The contractor will also give probable reason for repeated failure of equipment/component/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. RailTel will provide its own spares in the first instance for the defective equipment where spares have been procured as per the SOR. For remaining items contractor shall make spares available at his own cost.

2. If contractor fails to return the repaired equipment/module/card/SFP/part within stipulated time of 30 days from the date of receipt then the OK (good conditioned) equipment/cards/SFPs/parts etc. will be provided by the contractor for the subsequent time period free of cost till replacement is made with the repaired equipment/module/card/SFP/part.

3. All transportation, freight and insurance charges will be borne by the contractor.

4. Contractor will keep the record of repair on each defective equipment/part/cards/SFP/components with serial numbers (unique identification) particulars.

18.1.2 RailTel Responsibility

RailTel will hand over the equipment/defective card/SFP/Parts/etc. to the contractor's authorized representative at each of the station/site along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitatecustom clearance processing.
- Perform a physical check test on the repaired parts.

18.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this isto be communicated to RailTel and after agreed upon, it will be labeled as "unworkable". If it will be required to deploy a new equipment/part on that location that will be provided by the contractor free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused equipment/parts. Any such equipment/parts will be not-repairable and noreplacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the equipment/cards are non-repairable due to any of these above mentioned reasons.

18.3 If the contractor fails to return the equipment/accessories within 30 days, the following penalties will be imposed:

Equipment	**Duration of repair**	**Deduction/Penalties**
All Equipment/Module and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected equipment/module
All Equipment/Module and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected equipment/module
All Equipment/Module and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected equipment/module
All Equipment/Module and accessories	More than 60 days (from the date of receipt)	Full cost of affected equipment/module

Contractor 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.

19. Payment Conditions:-

(i) 100% payment against full supply under issued PO and configuration of equipements by CNOC.
(ii) 80% payment against part supply and configuration of equipment by CNOC. 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.
(iii) 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/e-Way Bill.
- Packing List.
- Purchaser's Inspection Certificate.
- Transit Insurance Certificate.
- Warranty Certificate of OEM & in-house inspection certificate.
- Copy of BG/Proof of BG Submission.
- Certificate of receipt of Goods in good condition from RailTel.

19. Liquidate Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for the undelivered portion of SOR subject to a maximum of 10% of the cost of the Purchase order/LOA for any reason whatsoever attributed to the failure of the bidder. RailTel will have the right to cancel the order, and place an order on alternative source besides levying the liquidated damages as above.

20. Rate Contract

RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement as per items covered in Schedule of requirements (SOR) as and when arise in future. Item wise rate Contract on the successful tenderer would be placed separately and would be operative from the date of configuration by CNOC of the 100 percent supplied items and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for items detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the value of the respective package, however, there is no guaranteed offtake against this Rate Contract.

20.1 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 3.0% of total value of the stores/services detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of Advance purchase order/Sub Purchase Order as per under mentioned item (i) & (ii), 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/APO/SPO, from any scheduled bank for due fulfillment of contract as per the details given below:

i) Security Deposit/Performance Bank Guarantee of 2.5% of total value of the stores/services is required to be submitted within 30 days of issue of Rate Contract/APO. The PBG should be valid for a period 4 months beyond warranty period from the date of issue of APO to cover Validity of Advance Purchase Order, delivery period and Warranty period.

ii) Security Deposit/Performance Bank Guarantee of 0.5 % of Sub PO value of the stores/services is required to be submitted within 30 days of issue of Sub PO with validity of 4 months beyond warranty period.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

1) 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.
2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

20.2 Payment Conditions against Rate Contract.

As per Tender original payment terms.

21. System Performance Guarantee

21.1 The Bidder shall give unqualified and unconditional guarantee that when the equipment/material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall further strengthen the system to realize the end objectives with full compliance of the specifications contained in these documents and inform RailTel. No additional payment will be made to the contractor for the supply of any additional goods and services required in this regard.

21.2 This certificate in the Performa given in Annexure-VI, shall accompany the final offer. The absence of this certificate which will form part of the agreement shall DISQUALIFY the bidder automatically.

21.3 The OEM has also to give unqualified and unconditional guarantee that when the Hardware/Software supplied by him is installed and commissioned at site, it shall achieve the desired objective mentioned in this document. The certificate in the Performa given in Annexure-VI.

22. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating thatthey 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-IV**. **Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid**. And it shall be mandatorily incumbent upon thetendererto identify, state and submit the supporting **documents duly self-attested** by whichthey/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. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

23. Online Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

(i) BOM, BOQ and unit rate analysis as per clause-5.
(ii) Clause wise compliance of all the clauses of GeM Bid, Buyer added bid specific ATCand RailTel's bid specific ATC documents and all Corrigenda.
(iii) Data Sheet of offered equipment as per clause-4.
(iv) Financial and Technical Eligibility Criteria documents as per clause-12.
(v) Technical Compliance of all Specification of items as per Annexure-A.
(vi) Undertaking of Long Term Maintenance Support from OEM as per para Annexure-IIas per clause-17.
(vii) MAF/OEM Authorization as per Annexure-III as per clause-3.
(viii) System Performance Guarantee (Annexure-VI). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
(ix) Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
(x) Duly notarized Power of Attorney in name of authorized signatory as per Clause No.25 & Board Resolution.
(xi) Nil Deviation Certificate.
(xii) Compliance of GeM GTC clause 26 and undertaking from bidder.
(xiii) Complete Tender documents (GeM Bid, Buyer added bid specific ATC and RailTel's bid specific ATC documents) and Corrigenda, duly signed & stamped on each page intoken of acceptance.
(xiv) Submission of certificate/documents as per Buyer Added Bid Specific Terms and Conditions

24. Offline submission:

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporate Office, Plate-A, 6th Floor, Office Block – 2, East Kidwai Nagar, New Delhi – 110 053 as mentioned below:

(i) Original Bid security declaration as per Annexure-VI.
(ii) Original Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
(iii) Original duly notarized Power of Attorney in name of authorized signatory as perClause No. 25.

The packet containing the original copies as per above should be sealed by the personal sealof thebidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" before due date and time as mentioned in GeM Bid.

25. Deleted

26. Insurance

24.1 The Contractor shall take out and keep in force a policy or policies of insurance from thedate, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the

Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portionof the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk(Goods) Insurance Act in force from time to time up to contract value.

24.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser.

25 Constitution of Firm and Power of Attorney

25.1 Any individual(s) signing the tender or other documents connected therewith should specifywhether he is signing:-

(a) As sole proprietor of the concern or as attorney of the sole Proprietor.

(b) As partner 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 byMemorandum of Association.

25.2 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.

25.3 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 subsequent to the execution of the contract agreement.

25.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated of 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.

25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bidsubmission as per Clause 22 above.

26 Compliance for procurement of Telecommunication equipment from trusted source.

Department of Telecommunication (DOT) notification no. 20-1263/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted sourceshall be applicable to this tender.

Note: 1) 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.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2023/B/3044196**

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.

<u>Annexure-I</u>

Technical Specifications

1. All Equipment should be:

(i) With 3 years warranty & 5 years of Long-Term Maintenance Support.

(ii) Equipped with necessary hardware/software to comply all the 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) UL, CE and FCC Certificate. These certificates are 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:

2.1 CGNAT Card

CGNAT Card		
SN	**Item Description**	**Qty**
1	4 x Juniper MS-MPC/Nokia ESA - 7750 SR ESA 100G DC	5

2.2 Technical Specification

Technical Specification CGNAT Card	
SN	
	For Juniper
1	In the case of CGNAT Juniper, Juniper should supply the following:
	i) MS-MPC card or higher.
	ii) It should have all software licenses for CGNAT and logging to support minimum 50Gbps IMIX throughput.
	iii) It should be compatible with Juniper-MX 480/MX-960 Router installed in RailTel MPLS Network.
	iv) Proposed card/solution should have long term support of eight year from OEM.
	v) Proposed card/solution should have redundant DC power supply (-48V) if applicable.
	For Nokia
2	In the case of the CGNAT Nokia card, Nokia should supply the following:
	i) ESA - 7750 SR ESA 100G DC or higher
	ii) It should have all software licenses for CGNAT and logging to support minimum 50Gbps IMIX throughput.

	iii) Compatible Router with 6x100G QSFP28 interface and all the required software licenses to support the functionality of CGNAT and MPLS (LSR & LER) with no extra cost to RailTel. It should be equipped with required optics to connect CGNAT card and 2 Nos of additional 100G optics of LR4 (10km) to connect Upstream Router. Third party compatible optics is acceptable. Proposed Router shall also support BNG functionality if required in future by upgradation of License.
	iv) Proposed card/solution should have long term support of eight year from OEM.
	Proposed card/solution should have redundant DC power supply (-48V) if applicable.
3	**Note:**
	Bidder can offer higher 200Gbps IMIX throughput card (Single or multiple) against RailTel requirement (SOR item) of Juniper 4 x Juniper MS-MPC/Nokia ESA - 7750 SR ESA 100G DC cards. It should have all required software licenses for CGNAT and logging to support minimum 200Gbps IMIX throughput.

<u>Annexure-II</u>

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)

Add. GM/NTP **Dated: …………….**
RailTel Corporation of India Ltd.
…………………………………
………………………………....
………………………………....

Applicable for OEM directly participating in the Bid.

I / We ………………………………………………………………. hereby confirm that we have read specifications & conditions of GeM Bid No ....and accept that the requirement of Long Term Maintenance Support as per Clause 17 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 termsand conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized Distributor/Partner of OEM

I / We ………………………………………………………………. hereby confirm that we have read specifications & conditions of GeM Bid No ....and accept that the requirement of Long Term Maintenance Support as per Clause 17 shall be met by Authorized Distributor/Partnerof OEM. However, if the Authorized Distributor/Partner fails to fulfill 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 Bid Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of Bid document.**

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

…………………

………………….

Note: Please Strike out whichever is not applicable.

Annexure-III

Add.GM/NTP **Dated: …………….**
RailTel Corporation of India Ltd.
…………………………………
……………………………....
……………………………....

Subject: Manufacturer Authorisation form (MAF) to M/s …………… for ……………………
Ref: GeM Bid 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 authorise M/s …………………….. (bidder name), Office ………………………………………………. to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid. We further extend our warranty for ………….. years for our range of products offered by M/s ……………….against the above-said bid.

Thanking you,
Best regards,

Authorised Signatory

****

Annexure-IV

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDERDOCUMENTS

(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 ofthe Tender documents for the work of ____ as per the tender No.__________________ of (-------Railway), do hereby solemnly affirm and state onthe 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 SIGNATUREOF
THE TENDERER

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

Annexure - V

PROFORMA FOR 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, having its registered office at Plate A, 6th Floor, Office Block Tower -2, 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 Purchase Order/LOA No.………………………………dated.....................made between……………………………and……………………………………….. for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ……………………….(Rs... only). We ……………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ……………. ……………. Contractor(s) do hereby undertake to pay the RailTel an amount not 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 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 bythe 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 madeon the Bank shall be conclusive as regards the amount due and payable by the Bank underthis guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . ………………………

3. We, ……………………………………….. bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.

4. We, …………………………………………. Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the …… ………… We shall be discharged from all liability under this Guarantee thereafter.

5. We,…………………………………………… (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditionsof 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 berelieved from our liability by reason of any such variation, or extension to the saidContractor(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) / Bidder(s).
We, the ……… (bank) further agree that this guarantee shall be invokable at our place of business of …………../New Delhi (indicate detailed address of local of 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 itscurrency except with the previous consent of the RailTel in writing.

Dated the day of 20___

for ………………………………………………..
(indicate the name of the Bank)

Witness

1. Signature
   Name

2. Signature
   Name

Annexure-VI

PROFORMA FOR "SYSTEM PERFORMANCE GUARANTEE"

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder as well as the OEM's)

To

RailTel Corporation of India Limited,

CO Office, East Kidwai Nagar,

New Delhi-110023.

Ref: GeM Bid No…….……………..dated……………….

<u>Applicable for Bidder/OEM(s) directly participating in the tender</u>

Dear Sir,

I / We ………………………………………………………………. hereby guarantee that the design on the basis of which we have submitted our tender no. ………………………………… has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1. …………………

2. ………………….

Or

<u>Applicable for OEM(s)</u>

I / We ………………………………………………………………. hereby guarantee that the design on the basis of which we have submitted our tender no. ………………………………… has been carefully made to conform to the end objectives in the tender documents and to technical specification therein related to OEM's scope. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents as per OEM's scope, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of OEM's Authorized Officer)

Seal

Signature of witness:

3. …………………

4.