

Information to Bidder for “Annual Maintenance Contract for Preventive maintenance and fault rectification of WI-FI NETWORK installed at Railway board New Delhi under Northern Region of RailTel for Three years, extendable by one year on same terms & conditions through GeM”.

Ref: GeM Bid No.XXXXXXXXXX

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions.

1.1 Name of work: “Annual Maintenance Contract for Preventive maintenance and fault rectification of WI-FI NETWORK installed at Railway board New Delhi under Northern Region of RailTel for Three years, extendable by one year on same terms & conditions through GeM”

1.1.1 RailTel Intends to award a contract to reputed contractors who are financially and technically meeting the eligibility criteria to undertake various activities by way of Annual Maintenance contract as required for maintaining & ensuring health of WI-FI NETWORK installed at Railway board under Delhi/NCR territory over Northern region.

1.1.2 The contractor shall be responsible for upkeep & maintain all concerned parameters of WI-FI NETWORK to meet RDSO /Railway/RailTel standards respectively.

1.1.3 The contractor shall carry out any additional works for smooth functioning of system along with the works included in the contract. No separate payment shall be made for carrying out these works.

1.1.4 The contractor has to deploy sufficient number of teams to take care of regular maintenance schedule under AMC and avoid delay in transit time to reach site in case of emergency. The persons deployed at various locations shall be communicated to EIC with Telephone number and address.

1.2 Contractor has to accept the site on as-is-where-is-basis.

1.3 To maintain high availability of WI-FI NETWORK services at Railway board, RailTel intends to engage agencies for maintaining the existing WI-FI NETWORK system..

1.4 Engineer-in-charge (EIC) shall mean respective Territory Manager of RailTel, in charge of works and shall include the nominated executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved design, drawings and specifications and conditions of contract as agreed to.

1.5 JURISDICTION:

The jurisdiction of maintenance of WI-FI NETWORK covers in Delhi/NCR territory over Northern Region.

2 SCOPE AND SCHEDULE OF WORK:

2.1 Comprehensive AMC of WI-FI NETWORK at Railway Board New Delhi under Northern Region.

2.2 The AMC should cover the maintenance of the following:

Comprehensive Annual Maintenance Contract is for the Maintenances of WI-FI NETWORK at Railway board Delhi/NCR, Territory over NR.

- a. The AMC shall be comprehensive in nature. Contract is for the Maintenance/ Replacement / Servicing of the items like different type of WLAN controller, wireless access point, 24 port POE layer-2 switch, 48 port POE layer-2 switch, Asterisk appliance with four port PRI, online UPS 2KVA & 5 KVA etc. of entire system under AMC. Operating System & other required softwares of Server. The AMC also includes checking of continuity of all OFC cables, Data cables, Electric cables, Earth, replacement of defective parts with new/serviceable parts. (Theft excluded).
- b. AMC includes Preventive maintenance and upkeep of all Hardware, Software & peripheral equipments, Cabling, Electrical installations for smooth working of WI-FI NETWORK and attending to failures on emergency basis for the entire system of WI-FI NETWORK, throughout the AMC period. Preventive maintenance shall be carried out to ensure fault free service. Normally it must be done once in a month as a part of AMC.
- c. Testing, localizing & Attending failures and total system brake-downs, on advise of NOC, RailTel Section Manager & its representatives.
- d. Periodic inspection (Monthly) should be carried out to test, record the parameters, adjust and check up proper working of all systems and to take preventive action to avoid failure.
- e. Carrying all maintenance activity as per the scope of offer & guidance of Manager.
- f. Any number of visits may require during failures and restoration of the system.
- g. AMC cost is inclusive of transportation and accommodation charges for team members during all above visits.
- h. RailTel need not pay for any additional cost for visit for special support resources, during currency of the AMC Contract.
- i. The repaired eqpts & other items shall be warranted to perform to publish specifications and to be free from defects in workmanship and material under normal and proper use and maintenance. The firm should keep his Service Engineer with adequate spares (10% of installed population of Equipments, including SFP, patchcord, pigtails etc.) to maintain the interruption free system during currency of AMC. Any failure must be restored within max. 24hrs from the time of failure. Recoupment of spare material (which was used for rectification of system in case of failure) to be done immediately.
- j. Comprehensive AMC also includes software programming in connections with the addition and up gradation of system as per RDSO requirement will be carried by the tenderer at a mutually agreed additional cost or as per the cost advised by RDSO. Any relocation / removal / re-fixing / orientation & re-focusing to the existing eqptss/ devices, as per requirement of Rly. Administration, to be done at no extra cost.

2.3 Staff and Material management for AMC:

- a. The tenderer is required to place sufficient competent Service Engineers, minimum one Engineer with support staff at a Railway board. Various items of specified specifications like switches, SFPs, Patch cords, cables, connectors etc. with each service engineer will be kept as workable spare on requirement basis and quantity may vary time to time on mutual agreement on actual need basis. The service engineer should give details postal address, email address with mobile number to log the complaints. Thus the emergency services shall be available on 24x7 basis and the complaint can

be logged at a prescribed Number given by the tenderer. Alternate arrangements to be done during the period of absence of nominated engineer.

- b. The qualified Contractor's Service Engineer shall visit every month with all necessary tools & equipment for the test check, and adjust all the Hardware & Software components of the equipment to ensure the technical requirements covered under the scope of AMC, for smooth functioning of the WI-FI NETWORK system.
- c. During the periodical visits and breakdown visits, the Service Engineer shall keep the devices physically clean from dust, check all the relevant system components & clean system using latest antivirus, if necessary. Should ensure that the data stored in system is retrieved as such, after the repair/ replacement of system.
- d. All required service spares should be readily available 24X7 with the Service Engineer during the maintenance period. Extra resources/technical support need to be deployed for earliest restoration of failure with in the scheduled restoration time, at no extra cost.
- e. All tests & checks for servicing and maintenance of equipments carried out should be entered in the asset register against each equipments available at station. RailTel representative should sign in register towards confirming the activity performed by contractor's representative. User departments Railway S&T representative to verify the working of system on Quarterly basis for purpose of release of payment.
- f. This Comprehensive Annual Maintenance Contract includes repair/replacement/service cost of any components/peripherals required for the proper functioning of the WI-FI NETWORK system at Railway board.
- g. Contractor shall provide upgraded version of softwares as per requirement of system. Upgradation also includes, as required under the guidelines provided by Rly. Board, RDSO & RCIL.
- h. Period of Fault Rectification:**
 - (i). Minor faults / alarms etc. which does not affect proper working of WI-FI NETWORK system or any function, partially or totally, should be attended within 4 hours.
 - (ii). Major faults are faults which affect proper working of WI-FI NETWORK system or any of its function, partially or totally, are to be attended within 24 hours.

i. Penalty:

- (a) The complaint for Major fault should be attended within 24 hours & for Minor fault should be 4 Hours. For every hour beyond this duration, penalty of Rs 500 per hour for Major failure & Rs. 200 per hour for Minor failure shall be levied. Maximum penalty for a quarter shall be 50% of Quarterly billed amount for the billing period. The Service engineer name along with its mobile Number/fixed phone No., email id, postal address etc. shall be submitted to Territory Manager and concerned Manager incharge.
- (b) However penalty can be reduced or waived off if the fault is on account of Railway/ RailTel if decided by RailTel Section Manager.

2.3.1 Period of maintenance: The period of Comprehensive Annual Maintenance Contract shall be carried out over a period of three years from the date of commencement of the work. Contract agreement shall have provision for extensions for further one year period as per terms and condition of contract.

Such extension shall be binding on the contractor. However, contract may be terminated by RailTel by giving one month's notice in the event the contractor's performance is found unsatisfactory. In case of premature withdrawal (before the completion of tenure agreed) of the team by contractor for any reason whatsoever, the entire SD as received and PBG shall be forfeited by RailTel. Also in case premature withdrawal is without at least one month notice, additionally the maintenance charges for last three months shall be forfeited.

2.3.2 Scope of Maintenance:

- a. The scope of AMC covers Comprehensive Maintenance and upkeep of all the hardware, software of WI-FI NETWORK system for full functionality of the system as per RDSO specification.
- b. The scope of AMC covers Preventive Maintenance of the systems for which periodical visits to every site should be made so as to keep the equipments in good working condition.
- c. The scope of AMC covers Breakdown Maintenance under which each and every minor and major break down of the systems reported by RailTel representative should be attended and the restoration of the system to be done by substituting with spares, if required.
- d. The scope of AMC covers repair / replacement of defective eqpts/devices either in hardware or in software or in service support form.
- e. Schedule to be followed by the contractor during the Comprehensive Annual Maintenance Contract (a) Health monitoring of complete system. (b) Every schedule visit, inventory of all / devices/ peripherals should be specified clearly to RailTel Manager incharge, mentioning the number and type of faulty Equipments and action taken.

2.3.3 Items not covered in the AMC

The AMC shall not cover any damage to the equipment either whole or part of the system due to reasons such as floods, earthquake, sabotage, terrorist activity, fire etc. The damages due to high voltage/ lightning shall be covered under AMC.

2.3.4 Details of Items to be covered in AMC:As per quantity of each item mentioned in SOR. Details of various eqpts as mentioned in Annexure-I.

3.0 Scope of work:

The broad responsibility of the contractor under the scope of work for this tender shall be as under :

- i) Regular check of all WI-FI NETWORK assets installed at Railway board as per SOR.
- ii) Compliance of maintenance schedule as per conditions given.
- iii) Immediate corrective action shall be taken as per site condition and guidance of EIC(Engineer Incharge) .
- iv) All the Required standards shall be maintained.

v) Submission of test results and inspection report jointly verified by RailTel's and Tenderer's authorized representative. As per Schedule of Requirement.

3.1 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.

3.2 GSTIN ID of vendor should be provided from where goods/services will be supplied.

3.3 Tender cost: NIL.

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

4.0 Estimated cost of tender & Earnest Money Deposit (EMD):

4.1 Estimate cost of tender: Estimated cost of the Tender is Rs.34,89,732/- (incl.GST).

4.2 Earnest Money Deposit (EMD)/ Bid Security: Rs. 69,795/- in the form of Bank transfer/Pay Order/Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date and time. The Bid received without EMD will be summarily rejected. MSE's are exempted from the payment of EMD, subject to furnishing of relevant valid certificates for exemption claimed. MSE's with fake certificates or MSEs after claiming exemption and if awarded the contract to Works/Supply, fails to execute the work, are liable to be debarred/blacklisted from participating in future Govt. tenders.

4.3 In addition to clause 4.2 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, 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi- 110001
Name of Account holder	RailTel Corporation of India limited
Account No	307801010917906
IFSC code	UBIN0530786
MICR Code	110026006

NOTE:

A) 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."

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

C) For NSIC registered firm and micro & small enterprises (MSEs) who are having valid UdyogAadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available. They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

D) Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.

E) The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-8. Any Other guideline issued by Govt. for MSE time to time will be applicable.

5. The contract will be valid for a period of three year from date of commencement for AMC of SOR items (Annexure-I). However it can be extended for further one year on same Terms & Conditions. The rates shall be remaining in force for the full period of the contract. No demand for the revision of rates on any account shall be entertained during the currency of contract period.

Such extension shall be binding on the contractor. However, contract may be terminated by RailTel by giving one month's notice in the event the contractor's performance is found unsatisfactory. In case of premature withdrawal (before the completion of tenure agreed) of the team by contractor for any reason whatsoever, the entire SD as received and PBG shall be forfeited by RailTel. Also in case premature withdrawal is without at least one month notice, additionally the maintenance charges for last two months shall be forfeited.

6. Security Deposit

Security deposit shall be 5% of the contract value .The amount of EMD of the successful tenderer shall be adjusted against Security deposit and the balance amount shall be recovered from the running bills of the contract (@10% of per bill amount) and no other mode of collecting SD shall be accepted.

7. Performance Guarantee

The successful bidder is required to give a Performance Guarantee in the form of DD/Online transfer amounting to 3% of the contract value for successful completion of the work .

NOTE : 1)Any performance security up to a value of Rs. 5 Lakhs is to be submitted through DD/online transfer only.

8. INTRODUCTION OF PERFORMANCE GUARANTEES (P.G.):

The procedure for obtaining Performance Guarantee is outlined below: -

- (a) The successful tenderer shall give a performance guarantee within 30 days from the date of issue of LOA. Extension of time for submission of PBG beyond 30 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31st day after date of issue of LOA. However ,RailTel reserve the right to terminate the contract in case the tenderer fails to submit the requisite PBG with in 60 days.The tenderer will have to submit this amount in the form of Demand draft/Bank Transfer. Performance Guarantee (DD in lieu) shall be released after satisfactorily completion of the work and on expiry of warranty.
- (b) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the

contractor shall get the validity of Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.

- (c) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Three percent) for excess value over the original contract value shall be deposited by the contractor.
- (d) The Performance Bank Guarantee (PBG) shall be released after the physical completion of the work to the satisfaction of competent authority based on the certification by the RailTel official mentioning that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and issue of the certificate that the entire system specified in the contract has been maintained by the contractor as per terms and conditions of the contract and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (e) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (f) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
 - (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

9.No Interest on Earnest Money and Performance Security:

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

10. Maintenance Support

10.1 The tenderer should submit their strategy for providing maintenance support during Maintenance. Tentative details of WI-FI NETWORK to be maintained as per SOR.

10.2 Maintenance team, under contractor's Manager/Engineer at Delhi/NCR Territory area for Northern Region shall be deployed and contact details (address and mobile number) of Manager/Engineer in-charge of each team shall be intimated to RailTel's Northern Region office within 7 days from the date of issue of Letter of Acceptance.

10.3 The number of WI-FI NETWORKeqpts to be covered under AMC may be increased or decreased even after issue of LOA as per the requirement of the RailTel.

11. Schedule of Activities for Execution of AMC

- 11.1 The work shall be started by the contractor on receipt of the letter of acceptance. This includes the time for getting the materials required for the work.
- 11.2 The contractor shall submit a document detailing the maintenance works which are required to be done on each equipment as a whole. The periodicity of such maintenance works /tests along with tools and

measuring instruments to be made available with the Service Engineer shall also be defined. The contractor may suggest additions / deletions to any item if need be due to specific design of his equipment.

- 11.3 As a part of AMC work, the Service Engineer shall also check the related items such as incoming power supply, cable distribution, Earthing and suggest modifications, if needed, to suit equipments.
- 11.4 Record of functional checks shall be maintained by contractor at every location in a register exclusively formatted for this purpose. The record shall be signed by the contractor and counter signed by the RailTel representative during every visit of the station.
- 11.5 The message, in case of failure, shall be given by the RailTel representative to the Service engineer on Phone / SMS/ e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number. There shall be no limit on the break down calls.
- 11.6 Upon receiving the complaint, the service engineers is supposed to report to the required Railway station within 45 minutes + travel time of reporting the complaint. In addition the service engineers shall assist the RailTel field staff / supervisor telephonically for all the technical matters referred by them on 24 x 7 basis and, if required and demanded by the RailTel.
- 11.7 The Contractor should have adequate stock of spares (10%) with each service engineer to minimize the duration of failure.
- 11.8 The Contractor shall rectify the defects as may be pointed out in the course of AMC. Where defects due to bad workmanship on the part of the contractor or otherwise noticed or any dispute arising as to the correctness of the defects pointed out, the decision of Manager incharge in this regard shall be final and binding.
- 11.9 If the Service Engineer feels that the failure is due to any other reason which is beyond his purview, the same should be reasonably supported by reports / measurements / readings etc. RailTel's decision in this regard shall be final.
- 11.10 No spare faulty equipment shall be allowed to remain in the stores with the Service Engineer. The repaired equipment shall be warranted to perform the published specification and to be free from defects in workmanship and materials under normal and proper use and maintenance.
- 11.11 The contractor should maintain a round the clock helpline in the form of the Call Centre / website so that calls can be logged. The contractor's Engineer / Supervisor shall be available on telephone round the clock for passing on the information by RailTel in case of failure. In case of odd hour failures and emergencies even on holidays and Sundays, normal service shall be rendered by the contractor.
- 11.12 The contractor shall provide details of its Service personnel & Complaint Escalation Matrix. The details shall include field service locations of the Service Engineers, telephone number, mobile numbers, e-mail ID, address and such details of their higher levels to escalate the fault complaints. Communication handed over to contractor's personnel at site shall be deemed to have reached their office.
- 11.13 The contractor should submit his list of service personnel and Identity Cards for the counter signature by officer so nominated to enable them to have free access to the Railway premises. The intimation shall be given well in advance for counter signature of Identity card when a new service personnel is to be deployed. The validity of the Identity card shall be limited to the contract under execution.

- 11.14 The service personnel employed by contractor should be competent to handle the systems. They should be exclusive for the purpose of Annual Maintenance contract and should not be utilized for any other purpose such as installation / maintenance of other equipment / locations.
- 11.15 The firm shall engage / develop a regional repair center depending upon the equipments.
- 11.16 In case RailTel needs any guidance / training in modifying / enhancing the capacity of the system / minor shifting of the system, the contractor shall assist in completing this work and testing it at site.

12 Preventive Maintenance Checks

The following preventive maintenance checks are to be carried out at the specified periodicity to keep the equipments in good working condition:

- 12.1 The responsibility of day to day maintenance of the WI-FI NETWORK system lies with the Contractor and they shall ensure by maintaining the system that the working parameters as envisaged by RDSO are within limits. As soon as any failure of WI-FI NETWORK installed at mentioned Rly board takes place, which is covered under this Annual maintenance contract, the contractor staff shall take all the necessary action to rectify the same at the earliest.
- 12.2 While rectifying such faults, the RailTel personnel can use the spares given by the tenderer.
- 12.3 The defective equipments thus released from the site shall be repaired/ replaced by the service engineer or the Centralized Stores Depot of Tenderers, Tenderer will get repaired the equipments the store normally within 07 days of receipt of faulty equipments.
- 12.4 Theft are not attributed to firm, supported by proof / FIR.
- 12.5 The general cleaning of the equipment should be done using suitable means to remove dust. The general condition of eqpts should be checked. The components should be checked for excessive heating, exposure to Sun, Water etc. The electrical contacts should be cleaned with a cloth dampened in carbon tetra-chloride. Cable harnessing & Labeling should be proper to maintain good aesthetics.
- 12.6 The loose electrical connections should be identified and attended. The condition of wiring to be checked to identify peeled insulation and general deterioration. If any wiring changes are to be done then the proper lugs should be used. TPNs/MCBs at Electric Panel/UPS to be checked for proper functioning, need to be replaced with that of desired capacity, if required.
- 12.7 If any part is found defective or not working up to the satisfaction or over aged then the repair or replacement should be done.

13 Breakdown Maintenance

- 13.1 Breakdown Maintenance of the complete System for the problems experienced and as reported by RailTel, including defects, immediate replacement of equipment of any type, are to be carried out by the contractor.
- 13.2 On experiencing a problem in the equipment, the RailTel shall inform about the problem to the contractor representative through telephone/SMS/Post/e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number.
- 13.3 The breakdown calls shall be attended any number of time even on beyond office hours, Sundays and other Holidays including National Holidays.
- 13.4 After attending each major break down, the joint breakdown report shall be prepared by contractor or his authorized Engineer/ representative and RailTel Manager Incharge. A copy of this report shall be submitted to respective TM.

14 Replacement of the equipments

- 14.1 If a faulty equipments is to be replaced during Preventive Checks/ Breakdown Maintenance then the faulty equipments shall be handed over to the contractor for carrying out repairs in their premises. The contractor shall provide a replacement eqpts of same or higher version and compatible with the equipment.

14.2 After repairing the eqpts, the contractor shall bring back the original eqpts within 7 days and install in the system. Then, the replacement eqpts installed by the contractor during Preventive Checks/ Breakdown Maintenance would be handed over back to the contractor.

14.3 If the faulty eqpts is declared beyond repairs by the contractor then the replacement eqpts will be accepted as RailTel property.

14.4 If any faulty eqpts taken by the contractor for repairs is not returned by the time of claiming last AMC payment then the procurement cost of the eqpts with incidental charges as assessed by RailTel will be recovered from his payment.

14.5 All the tools and testing instruments required for checking, testing and attending to preventive maintenance as well as breakdowns shall be arranged by the contractor including PC/GUI/ Laptop.

14.6 The details of various registers for keeping records shall be supply by Tenderer in prescribed formats are given below:-

i. Service Engineer Visit Register (Attending Breakdown)

Sr. No.	Date	Time to Call	Name of Service Engineer	Time at which Service Engineer arrived at station	Signature of Service Engineer	Signature of RailTel Supervisor

ii. Service Engineer Visit Register (For preventive maintenance)

Sr. No.	Date of visit	Time to visit	Name of Service Engineer	Remarks	Signature of Service Engineer	Signature of RailTel Supervisor

(iii) Item Replacement Register (for each station)

Sr. No.	Type of faults	Date, when item becomes defective	Date of replacement of item with New / Repaired	Signature of Service Engineer	Signature of RailTel Representative

15. Eligibility Criteria for Bidder:

15.1. 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:

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

Tenderer must have executed works of similar nature, as indicated in Para 15.2 below, successfully and satisfactorily of values as indicated 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).

Note: (1) No consortium/ JV shall be allowed.

(2) Certified copies of the necessary experience certificates shall be submit online alongwith the tender document while quoting for establishing credentials.

15.2 Definition of similar single work is as under:

“Tenderer must have completed successfully and satisfactorily work of maintenance/repairing of WiFi network eqpts or supply, installation and commissioning of WiFi Networks.”.

15.3 Financial Criteria for Bidder:

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 which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (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.

16. AGREEMENT

- 16.1 The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications

and Schedule Of Requirements referred to therein duly completed. The form for agreement is included in FormNo.IV.

- 16.2 In the event of any tenderer whose tender is accepted, refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

17 TERMS OF PAYMENT

As per provisions of tender document, payment will be made by Railtel on verification of work by respective Asstt. Manager/Deputy Manager/Manager/Sr.Manager/Asstt.GM of DLI/NCR territory.

The bill(Tax Invoice) in original will be accepted for payment by the Territory Manager mentioning date of signature and the amount to be paid or any other RailTel official authorized by ED/RailTel/NR.

- 17.1 (a) Even though the maintenance charges are worked out on a monthly basis, the contractor shall be paid Quarterly, the maintenance charges for Quarter period subject to submission of permanent restoration certificate of fault occurred during the particular period jointly signed by RAILTEL & contractor representatives and on submission of verified reports, readings etc as required by the terms of the contract.

(b) 100% payment will be made on successful completion of work after adjusting / recovering SD as per clause 6.

(c) Balance payment will be made after completion of work in all respects, less debit if any.

17.2 Along with the bill for payments the following documents must be submitted duly certified by the RailTel's representative.

1. Any other Recovery for contractor's fault.
2. Certificate showing the payments have been made to Team Members by the Contractor as per the prevailing minimum wages act.
3. There should be PF A/C & ESI registration no. with the contractor and copy of ECR should be submitted.

The Penalty imposed on account of various reasons / Slippages in accordance with the conditions stipulated in this document may go up to 50% of Quarterly billed amount for the billing period. In case an agency is repeatedly touching the maximum level of penalty in consecutive billing periods, it will be treated as defaulter and contract terminated (The idea is to discharge the work in accordance with the contract efficiently rather than having major lapses and keep paying penalty repeatedly).

17.3 The last and final bill should be submitted for payments within one month of expiry of the contract.

17.4 Labour Cess shall be deducted from bills as applicable under Liability to pay cess under building and other construction workers welfare Act,1996 and deposited in relevant state where work is being executed.

18 GENERAL CONDITIONS:

- a) The price and rates in respect of the AMC are inclusive of all taxes and other levies etc. payable by the tenderer to the Government or any other authority and shall remain firm under all circumstances for a full period of Three years from the date of entering into the AMC and shall not change on account of variation of taxes / statutory dues / exchange rates etc. The rates to be quoted are thus "ALL inclusive"
- b) The RailTel and the tenderer shall at any time mutually agree to include in this contract, additional

equipment or and features which too shall be covered by all the Terms & conditions of this contract and charges which shall become payable to the contract of the remaining tenancy of the contract with effect from the date of their inclusion.

- c) RailTel can terminate the AMC at any time depending on overall performance of services rendered by the firm during the period of contract at its own discretion by giving show cause notice period of 30 days.

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- i) Forfeiture of the performance guarantee & Security Deposit.
 - ii) However, the supplier/Firm/Vendor shall continue to fulfill the contract to the extent not terminated.
- d) If the RailTel at any stage of the contract decides to abandon the work and terminate the contract owing to its own reasons whatsoever the RailTel shall pay the contractor the money for the work already completed as per Schedule of work of the Tender Document for which contractor is entitled for payment. The contractor has no right to claim damages for loss of profit or other reasons from the RailTel. In such an event the RailTel shall give notice before 30 days to that effect to the contractor.
- e) If any damages are caused to the RailTel /Railway Equipment handed over for repairs an appropriate amount shall be deducted from payments due to the contractor.
- f) The contractor shall abide by all labour laws of the country/ state.

19 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 **: **.2023 and the bid will be opened at **: **:Hrs of **: **.2023.

- i. Scan copy of Demand Draft/NEFT detail of EMD
- ii. Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- iii. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- iv. Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- v. Proof of document required against Eligibility criteria of Bidder vide Form-V.
- vi. Signed and stamp/Digitally signed copy of ITB.
- vii. Format for certificate as per Form-II.
- viii. Submission of no deviation certificate as per Form-III.
- ix. Submission of offer letter as per Form-I

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: GEM/2023/B/xxxxxx**.

- 4) Firms should give as proof of work experience .Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.
- 4.1) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.
- 4.2) “The tenderers shall submit a standard format of certificate stating that they are not liable to the disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Form-II Non submission of an certificate by the bidder shall result in summary 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 the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”
- 4.3) The RailTel 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, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- 4.4) In case of any wrong information submitted by the 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 entire RailTel for 5 (five) years.

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

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.

Note: In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

21. Right of RailTel to deal with Tenders

- 21.1 The RailTel reserves the right of not to invite tenders for any of RailTel work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 21.2 The authority for the acceptance of the tender will rest with the RailTel. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the RailTel undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- 21.3 If the Tenderer (s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the RailTel reserves the right to reject such tender at any stage.
- 21.4 If the Tenderer (s)/Partner(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the RailTel shall deem such tender cancelled, unless the firm retains its character.

Annexure-I

SOR Details:

Schedule of Requirement:

Name of work:Annual Maintenance Contract for Preventive maintenance and fault rectification of WI-FI NETWORK installed at Railway board New Delhi under Northern Region of RailTel for Three years, extendable by one year on same terms & conditions through GeM”

SN	Item Description	Unit	Make	Model	Qty
SOR-1	AMC of WLAN Controller (Support 150 Access Point) with licence Model: Ruckus	Nos	Ruckus	L09-VSCG-WWOO	1
SOR-2	AMC of Redundant WLAN Controller Model: Ruckus	Nos	Ruckus	L09-VSCG-WWOO	1
SOR-3	AMC of Wireless Access Point Model (DUAL-BAND 802.11N): Ruckus	Nos	Ruckus	Ruckus 901-R500-IN00 ZONE FLEX R500	25
SOR-4	AMC of Wireless Access Point Model (802.11ac): Ruckus	Nos	Ruckus	Ruckus 901-R600-XX00 ZONE FLEX R600	140
SOR-5	AMC of 24 Port POE Layer-2Switch.	Nos	juniper	Juniper EX2200 -24P-4G	25
SOR-6	AMC of 48 Port POE Layer-2 Switch.	Nos	juniper	Juniper EX2200 -48P-4G	1
SOR-7	AMC of Asterisk appliance with four port PRI.	Nos	Techrouts	TX-2210-4E1	3
SOR-8	AMC of Online UPS 2 KVA with 01 hour backup.	Nos	Eaton	EATON 9145-6000-IN- XL	19
SOR-9	AMC of 5 KVA UPS 1 with 3 year Warranty & 2 hour backup.	Nos	Eaton	EATON 9145-2000-IN- XL	2

NOTE:-

1. Tenderer should submit Bid online only. Manually submitted Bid will not be opened and will not be considered.
2. It is certified that I/we have inspected the site of work and acquainted myself / ourselves with local conditions.
3. I/We have carefully gone through the specifications, given in tender document and understood the scope of work.
4. Tenderer shall quote all inclusive rates, but there should be break up of basic price and applicable taxes. Since it is percentage basis tender, percentage quoted by tenderer shall be applicable to each SOR item.
5. The tenderer should submit their Bank details (duly certified by the Bank) copy of PAN Card, Cancelled cheque, GST Certificate for NEFT purpose duly attested.

Scanned copy of the Documents to be uploaded online along with offer

SN	Subject/Content	Required Documents/Form	Action if required documents not submitted along with the tender
1	Earnest Money Deposit	Rs. 69,795/- in the form of NEFT/Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date. Bank detail as mentioned in clause 4.2 & 4.3. Note: (i) In case of NEFT/demand draft scan Copy of EMD should be submitted along with offer. (ii) Original copy of demand draft has to be submitted to concern tendering department at RCIL/RO/NR, Shastri Park, Delhi	Summarily Rejected (Small scale Units registered with NSIC/MSEs under single point registration scheme shall be exempted from EMD cost)
2	Constitution of firm		Liable to be Rejected
A	In case of Sole Proprietor Concern	Notarized Proprietorship deed on stamp paper.	
B	In case of a "Partnership Firm/Concern"	1) Notary certified copy of the Partnership Deed. 2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State) (as applicable) etc issued by Registrar of firms. 3) Notarised /Registered Power of Attorney in favour of the individual signing the tender document authorized by all the partners to action behalf of the firm and create liability against the Firm. 4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/RailTel or any other Ministry/Department of the Govt. of India from participation in tenders /contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were/are partners. Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.	

C	In case of a “Company”	(i)Copies of the AOA/MOA (Article of Association / Memorandum of Association)of the Company; (ii) A copy of certificate of incorporation. (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by there solution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company (iv)An Undertaking that the company is not black listed or debarred by Railways/RailTel or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm.	
3.	Technical Eligibility Criteria	Completion/Performance Certificate in support of similar nature of work As per clause15.1of ITB.	Summarily Rejected
4.	Financial Eligibility Criteria	Contractual payment received as per clause15.3ofITB.	Summarily Rejected
5.	Form-III	Statement of deviation	Liabe to be Rejected
6.	Form-II	Standard format of certificate	Summarily Rejected
7	Form-I	Offer Letter	Liabe to be Rejected

OFFER LETTER

From:

Date:

To:

Executive Director,
RailTel Corporation of India Limited,
Northern Region,
Delhi.

Sub: -Annual Maintenance Contract for Preventive maintenance and fault rectification of WI-FI NETWORK installed at Railway board New Delhi under Northern Region of RailTel for Three years, extendable by one year on same terms & conditions through GeM

I/We the undersigned hereby offer to execute the agreement for the above work within fifteen days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of 60 (Sixty) days from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to My/Our tender and I/We shall be bound by them.

Earnest money deposit & Tender document cost details are as follows :-

Tender document cost:-

EMD:-

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if:

- (i) If we do not submit the Performance Bank Guarantee/Security Deposit in the event the LOA for any section is awarded to us, within stipulated time.
- (ii) I/We do not execute the contract document within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.
- (iii) I/We do not commence work within 15 Days from the date of issue of letter of acceptance.
- (iv) If we withdraw our offer after opening of the tender.
- (v) If we do not accept the order in the event the same is awarded to us.

Until a formal agreement is prepared and executed, submission of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

I/We hereby agree to execute the work and depute our teams as required within the scheduled date mentioned above. In the event of shortcomings in the provision of equipment / placement of team within the stipulated date, RailTel shall be at liberty to impose penalty, if any, as has been stipulated in the tender document.

Yours Sincerely,

Signature & Seal of the Tenderer

Place: -

Date: -

Witnessed by:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

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

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:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. 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.
4. 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.
5. **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.**
6. **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.**
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. 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 Railtel.

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

Form-III

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from the Technical Specifications, Instructions to Tenderers and Conditions of Tendering and Special conditions of Contract:

Clause	Deviation	Remarks (Including Justification)
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Note: Where there is no-deviation, the statement should be returned duly signed with an endorsement indicating “**no-deviations**”.

SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

AGREEMENT

(CA No.)

This AGREEMENT is made at New Delhi on this ____ day of _____ two thousand and Twenty Three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Corporate office at 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum.....issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures

Date
Name in Block Capitals
Address:

2. Signatures
Date
Name in Block Capitals
Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures
Date
Name in Block Capitals
Address:
2. Signature
Date
Name in Block Capitals
Address:

Annexure 'A'	:Tender Paper No..... with corrigendum, if any.
Annexure 'B'	:Firm's offer.
Annexure 'C'	:Letter of Acceptance No..... with all enclosures.
Annexure 'D'	:CopyofContract Performance Guarantee

QUALIFICATION EXPERIENCE

Details of works executed and under execution by Tenderer during the last 7 years should be furnished in the following format

SN	Name of work with description	Party's address for whom the work was done	Total value of contract Rs. in Lakhs	Year of award	Actual Date of Completion	No. of Extensions Granted	Payments received till date	Remarks

Note: A certificate from the organization, for which the work was executed, should be submitted to indicate that the contract was satisfactorily performed.

Signature of the Tenderer
with Seal