

Information to Bidder for “Annual Maintenance Contract (AMC) of Desktop with Peripherals, Laptop and Printer of RailTel Northern Region RO office at Shastri Park, New Delhi and NOC office at Thomson Road, New Delhi for the Period of 2 Year” through GeM.

Ref: GeM Bid No. GEM/2023/B/3206387 dated: 01.03.2023

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*

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

2. 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. GSTIN ID of vendor should be provided from where goods/services will be supplied.
4. **Estimated Cost of Tender & Earnest Money Deposit (EMD)/ Bid Security:**
 - 4.1 **Estimate cost of tender:** Estimated cost of the Tender is Rs. **4,51,481/- (incl. GST).**
 - 4.2 **Earnest Money Deposit (EMD)/ Bid Security: Rs. 9,030/-** in the form of Pay Order/ Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of dd/mm/2023 (Bid Opening Date). The Bid received without EMD will be summarily rejected. Eligible MSME are exempted from the payment of EMD, subject to furnishing of relevant valid certificates for exemption claimed. MSMEs with fake certificates or MSMEs 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, 14/15-F, Connaught Place, New Delhi- 110001.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED N R COLLECTION A/C (RCIL)
Account No.	307801010917906
IFSC Code	UBIN0530786

Branch/MICR Code	Connaught Place/110026006
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- 4.4. 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.”
5. The contract will be valid for a period of two 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.
6. **Security Deposit/Performance Bank Guarantee:**

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

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

The security deposit shall be discharged returned on successful completion of contract. In case of non-execution of the contract, in part or full, the security amount shall be forfeited, after giving the due notice to the firm in respect to the defective/improper performance/execution or breach of any terms and conditions mention here.

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

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

7. Eligibility Criteria for Bidder:

7.1 Technical Eligibility for Bidder:

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

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

Similar Work# Firm has done AMC of Desktop/Laptop/Printer or similar type of systems successfully for at least one year.

7.2 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

8. Payment Conditions:

8.1 The payments towards Comprehensive Annual Maintenance Contract (AMC) charges would be made by RailTel on quarterly basis at the end of each quarter on production of satisfactory report of that quarter.

8.2 The following documents are to be submitted for payment:

- i) Original Tax Invoice.
- ii) Copy of BG submitted/Proof of SD submission.

iii) Service Call Log Sheet on Quarterly Basis and satisfactory service certificate from executive department.

- Bill Passing Authority will be JGM/NTP/NR and Bill Paying Authority will be JGM/Finance/NR.

9. Term and Condition of comprehensive AMC:

- i) Maintenance service consists of preventive and corrective maintenance of the said equipment's. This includes any hardware software related problems/breakdown, including networking connectivity. Maintenance includes periodic preventive servicing of the equipment's as and when required. All calls complaints should be attended immediately free of any charges. The cost of spare parts as indicated at Annexure shall be form by RailTel. Replacement of all other items would be the responsibility of the firm. During the currency of the contract period, it will be the responsibility of the firm to keep the equipment's in perfect working order.
- ii) **The firm shall provide resident engineer on all working day from 9:00 AM to 6:00 PM and if needed also on holidays (Sunday). Engineer should be well qualified and capable to attend all problems during AMC.**
- iii) The firm has to provide services at different locations as per requirement.
- iv) The firm will prepare separate log books for each of the machines taken under the AMC. Preventive maintenance with virus detection and special cleaning of the machine from outside and inside will be carried out on quarterly basis. The quarterly payment will strictly be made on the basis of satisfactory report from the users.
- v) Any reported fault would be taken up by the service engineers within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case any equipment is required to be taken to the workshop, the firm provides a standby for the same.
- vi) The firm shall maintain the required drivers (CDs, Floppies etc.) for maintaining and configuring computers and printers etc.
- vii) The necessary support for maintaining Virus free computer environment in the office and help in upgrading the software's/virus detection mechanism would be provided by the firm.
- viii) It may also be noted that in case the firm backs out in midstream without any explicit consent of this office, firm will be liable for recovery of the higher rates vis-à-vis those contracted with it, which may have to be incurred by this office on maintenance of machines for the balance period of contract through alternative means. In this situation, security deposit will also be forfeited.

- ix) The firm will not be liable to failure to perform on account of conditions arising of accidental fire, explosion and act of war, riots or natural calamity.
 - x) If the fault of any item is not attended by the firm within 15 Days, RailTel shall get it repaired from the third party & the cost of such repair & penalty will be recovered from the bill and/or the security deposit.
 - xi) Any increase/decrease in taxes will be on RailTel account within contract period.
 - xii) List of spare parts for which the cost of spares will be borne by RailTel.
 - a. Mother board replacement if burnt, the firm will provide proof from authorised service centre (Other than Burnt Condition, Replacement of Motherboard of Desktop/Laptop would be the responsibility of the firm.)
 - b. Hard Disk crash & associated Data Recovery
 - c. Battery of laptop/UPS
 - d. Cartridge, Toner and Printer Head
 - e. CRT&LCD Monitor if damaged (Other than any defects, repair/replacement of LCD/LED/CRT Monitor would be the responsibility of the firm.
 - f. Any up gradations.
10. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-III. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

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

11. Power of Attorney:

Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.

12. On line Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is ____ Hrs of __.__.____ and the bid will be opened at ____ Hrs of __.__.____.

- i. Offer letter as per Annexure-II.
- ii. EMD Submission details.
- iii. Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- iv. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- v. Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- vi. Proof of document required against Eligibility criteria of Bidder vide para 7 above.
- vii. Notarized affidavit on a non-judicial stamp paper as per Annexure-III.
- viii. Nil Deviation as per Proforma attached in Annexure-V.
- ix. Power of Attorney as per clause no. 11 above.

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/3206387 dated: 01.03.2023.**

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.

SOR Details**1. SOR wise details are as:**

S.No.	Description	Qty. (in Nos.)	Unit price (Per Unit per annum) (excl. tax)	Total Price (excl. taxes)
1	Desktop PC with Peripherals and attached Printers (Nos. of Printer are 23)	35		
2	Laptop	12		
Total (In Rs.)				
GST@ % (In Rs.)				
Total Cost of AMC for 1st Year (Incl. Taxes)				
Total Cost of AMC for 2nd Year (Incl. Taxes)				
Grand Total Cost of AMC (1st + 2nd Year) (Incl. Taxes)				

- i) Bidders may visit the offices for survey prior to submission of their offer. For visit, bidder to contact Sh. Sudhanshu Kumar/Sr.Manager/ERP-IT, Mob No. 9717644016, email id: sudhanshu.kumar@railtelindia.com.
- ii) It may also be noted that the above mentioned quantities may be increased/decreased as per requirement and same shall be revised on 1st of every quarter.

OFFER LETTER

Annexure-II

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

Ref:- Tender No.....Dated: xx.xx.2023

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

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

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

SIGNATURE OF SUPPLIER (S)
Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

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

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

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

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 along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
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 IR. 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 IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Delhi IT Park, Block-III, 6TH Floor, Shastri Park, New Delhi-110053 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or 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.

1. 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 by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(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) / Supplier(s) shall have no claim against us for making such payment.

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 (1)
..... We shall be discharged from all liability under this Guarantee thereafter.

We,.....We,
(indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2023

for
(Indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name

**PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING
(To be signed by the Bidder)**

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

Tender Reference No.:

Sub: NIL Deviation Compliance

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

1. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
2. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

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

CHECK LIST (To be Filled up & uploaded)

List of Documents to be Submitted (Online):

SN	Have you submitted the following documents?	Submitted /Complied or Not	Page No./ref No. of Offer
1.	Offer letter as per Annexure-II & as per clause no. 12(i) of ITB.		
2.	EMD Submission details as per clause no. 4 of ITB.		
3.	Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents as per clause no. 12(iii) of ITB.		
4.	Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents as per clause no. 7 of ITB.		
5.	Technical Compliance of all Specification of items as per GeM Bid and ATC documents as per clause no. 12(v) of ITB.		
6.	Proof of document required against Eligibility criteria of Bidder as per clause no. 7 of ITB.		
7.	Notarized affidavit on a non-judicial stamp paper as per Annexure-III & as per clause no. 10 of ITB.		
8.	Nil Deviation as per Proforma attached in Annexure-V & as per clause no. 12(viii) of ITB.		
9.	Power of Attorney as per clause no. 11 of ITB.		

(END of Tender Document)
