

Additional Terms and Conditions

Name of the Supply: “Procurement of 19” 42U, 9U Racks and 6U Racks as per the technical specifications.”

GEM Bid No: GEM/2024/B/5560241

Dated: 29.10.2024

1. The item/items in this bid should be quoted as per the technical specifications.
2. The bidder should be either OEM or his authorized dealer/distributor.
 - a. In case of the authorized distributor/partner tender specific authorisation from the OEM to this effect should be submitted. The firm shall submit MAF as per Form-III.
 - b. If OEM is quoting, then OEM should submit the necessary certificates along with self certification on MAF as per Form-III
3. Bidders are required to submit duly filled and signed technical compliance for the Technical Specifications.
4. The bidder shall upload the compliance of this ATC along with GEM Bid.
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 authorised signatory to be submitted by the Bidder.

6. Eligibility Criteria

i) Technical Eligibility Criteria:

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar category products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single Order of at least 35% of estimated bid value; or
- (ii) Two Orders of at least 20% each of estimated bid value; or
- (iii) Three Orders of at least 15% each of estimated bid value.

Satisfactory performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

Offers not accompanied by copies of POs and work completion certificate (user certificate in the format of Form no.1) may be rejected.

Similar Work: Supply of Network Racks.

The certificates from actual user/s have to be submitted for this purpose along with the bid. The certificates thus submitted should contain the following details:

S.No.	User Customer Name	Signatory or Authorized contact person of the user			Model/Type of equipment	Qty.	Period
		Name	Contact No.	E-mail Id			
1							
2							

Non-submission of any of the documents required for the due fulfilment of eligibility criteria as above will lead to rejection of the offer.

ii) Financial Eligibility Criteria:

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.

For Startups recognized by Department of Industrial Policy and Promotion DIPP: The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.

Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

(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).The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Access Point and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed item are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted offline.

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

7. Splitting of Quantity: Not Applicable.

8. Evaluation Criteria:

- a) The bidder shall quote the equipment prices as per the price format given in the tender.
- b) Bidder should quote for all the items. Non-quoting for all items will render the bid invalid and will not be considered for evaluation.
- c) The offers for respective Item will be determined on Total Unit Rate on CIP destination basis and installation cost which will include basic rate, GST, freight, insurance, inspection charges and any other charge or cost quoted by the tenderer.
- d) Offers from the tenderer not meeting the eligibility criteria will not be considered.

Note: RailTel may discharge the tender at any stage without assigning any reason.

9. Earnest Money Deposit (EMD): Exempted. Bid Value being less than 5 lacs.

10. Warranty: The materials are to be warrantied for a minimum period of 12 months from the date of receipt & acceptance of material.

10.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the

specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, 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.

10.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within 72 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

10.3 Replacement under the warranty clause shall be made by the contractor free of all charges at the site including freight, insurance, and other incidental charges.

10.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

10.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period after their delivery from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

10.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' shall apply.

10.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

11. Completion Period of Supply: The supply should be completed within **45 days** from the date of issue of GeM contract.

12. Consignee Details: As per Annexure-A.

13. Tender Clarifications:

Contact Person: Manikantan: 7032915139

14. Schedule of Requirement (SOR):

SN	Description	UOM	Qty	Unit Rate Incl. freight, insurance, Loading & unloading (in Rs.)	GST @ 18% (in Rs.)	All Inclusiv e Rate (in Rs.)	Total Amount (AIR * Qty in Rs.)
1	19" 42U Racks	Nos	12				
2	19" 9U Racks	Nos	7				
3	19" 6U Racks	Nos	4				
Total Amount (All Inclusive)							

15. Security deposit/ Performance Bank Guarantee:

The Successful Bidder is required to submit Performance Bank Guarantee (PBG) as per following schedule:

The successful tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order for a total value of **10%** of the value of issued LOA/PO, 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. This PBG should be from a Scheduled Bank and should cover warranty period plus three months (63 Months) for lodging the claim.

Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS (MT 760) 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.

Important: SFMS Confirmation of the BG should be on **MT 760** format only.

RailTel SR Bank Details for PBG:

Name: RailTel Corporation of India Limited

Account No: 327301010373007,

IFSC Code: UBIN0805050,

Bank Name: Union Bank of India,

Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254, Oxford Street, SD Road, Near ParkLane Center, Secunderabad – 500003

16. In case, if any contradiction between GeM Bid and Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

17. Payment Terms: Payment will be done after submission of the following documents:

- i. Invoice.
- ii. Delivery Challan/E-way bill

- iii. Contractor's certificate of dispatch
- v. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty guarantee certificate of OEM
- viii. Performance Bank Guarantee
- ix. Insurance Certificate valid till completion of supplies
- x. OEM certificate for the ordered quantity/ material supplied as per specification.

100% of the value of the supply of material on receipt and acceptance by the consignee at site duly inspected and accompanied with above mentioned documents.

18. Bill Passing & Paying Authority:

Bill passing Authority is respective Territory Managers (TM) and bill paying Authority is DGM/Fin/SR/SC. Bills to be submitted to respective Territory Managers (TM) for payment.

- 19.** The tenderer 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 **Form-V. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting **documents duly self-attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of the contract will be forfeited and agency barred for doing business on RailTel (RCIL) for 3years.

20. 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) Bid Security Declaration as per **Form-VI.**
- (ii) Clause wise compliance along with all mentioned documents/Forms for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (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 ATC documents.
- (vi) Proof of document required against Eligibility criteria of OEM (or) Authorized bidder of OEM vide para 11 / 12 as applicable.
- (vii) Statement of deviation as per **Form-II**
- (viii) MAF/OEM Authorization as per **Form-III**
- (ix) Notarized affidavit on a non-judicial stamp paper as per **Form-V.**
- (x) Notarized Power of Attorney in name of authorized signatory

21. Offline documents:

- Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- Format for Affidavit as per Form-V on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.

The documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Stop, Begumpet – 500016.

NOTE: The Bidder has to upload the Scanned copy of all the above original documents as Bid-Annexures & Forms during Online Bid-Submission.

22. Make in India:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR Items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification for FY 2020-21. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. Further the bidder shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

23. Insurance:

- i. The Contractor shall take out and keep in force a policy or policies of insurance from the date, 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/supplies already done or kept for the use in the balance portion of the work/supplies 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.
- ii. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser and I&C of the same.

24. Constitution of Firm and Power of Attorney:

24.1 Any individual(s) signing the tender or other documents connected therewith should specify whether 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 by Memorandum of Association.

24.2 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.

24.3 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.

24.4 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.

24.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per clause above.

Note:

- 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. 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/2024/B/5560241**
- 4) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

25. Bill Tracking System (BTS) Clause:

Vendors are advised to submit their bills through bill tracking system (<https://bts.rcil.gov.in/Home>) of RailTel for their payment.

26. Trade Receivables Discount System (TReDS):

TReDS feature available.	Yes, on m1xchange portal. (Url: http://www.m1xchange.com)
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26.1 RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange platform is <http://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1change platform for availing the facility of bill discounting on TReDs portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

26.2. MSE vendor will bear all costs relating to availing the facility of discounting on TreDS platform including but not limited to registration chargers, Transaction chargers for financing , discounting chargers , interest on financing, or any other chargers known by any name shall be borne by MSE vendor.

26.3. MSE vendor hereby agree to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of services or from the buyer's breach of any of the terms and conditions of the usage Terms or of this Agreement and any applicable Law on a full indemnity basis.

26.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE vendor's) invoices.

27. Bidders sharing a land border with India: Office Memorandum F.No. 6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per **Form-VII**, shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

28. Inspection:

Inspection shall be carried out as per the specification at OEM premises, by RailTel's authorized representative.

- i. The supplier/manufacturer shall send inspection call letter when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
- ii. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- iii. In case material/equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be born by manufacturer's / supplier's account/cost.
- iv. Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority/RailTel at the firm's premises/Govt. approved Test labs. The inspection shall be conducted by the inspection authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- v. The Inspection shall be carried out as per the specifications at OEM premises. The supplier shall make available for inspection all types of equipment's in sufficient number so as to create test set up for carrying out various tests as per the approved test plan and test set up. 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.
- vi. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary

to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

- vii. 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.
- viii. RailTel reserves the right to cancel pre dispatch inspection and opt for consignee inspection after receipt of material.

29. Quantity Variation:

The Purchaser reserves the right to increase or decrease the quantity to be ordered by 30 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

- 30. Liquidated damages:** @0.5% per week or part thereof (with a maximum ceiling of 10% of the order value), shall be applicable if the delivery is not affected within the stipulated delivery period/completion period.

- 31. DENIAL CLAUSE** - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

TECHNICAL SPECIFICATION FOR RACKS

1. Purpose

The purpose of this document is to provide specifications for **Supply of 19” 42U, 9U Racks and 6U Racks as per the technical specifications.**

2. General Technical Requirements:

A. Thickness of Material:

- Wall Mount and its components should be made from CRCA Steel Material – at least 1.2 mm to 1.5 mm thick for 6U & 9U Racks. For 42U Racks thickness should be 1.5 mm to 2.0 mm.
- Mounting rails (2 Pairs) be made from CRCA Steel Material at least 2mm thick.

B. Basic Structure:

- Basic structure of CRCA Steel in a welded frame with top, bottom and side frame.
- Cable Entry Provision should be made on the Top and Bottom of the Cabinets with appropriate Grommets / Closers.
- Ventilation slots to be provided at the Bottom of the Front & side Faces for proper ventilation.
- Structure should be rigid and should allow front and rear mounting angles to be fixed at desired depth, so as to accommodate cable manger & patch chords.

C. Power Management:

- PDU with protection from power surge (Fuse/MCB), should be of branded make such as HAVELLS or equivalent.
- Overall rating of the power strip should be 16A and it should have Single Pole ON/OFF switch with indicator as an isolator.
- 3m long power input cable should be provided with appropriate rating and 15A Indian type plug.

D. Heat Management:

The fan should be of AC 230V with flow volume of at least 90 CFM. Proper finger guards to be provided on the fans duly riveted to avoid any loosening.

E. Powder Coating Details:

Thickness of powder coating should be >50 Microns.

F. Certifications, Environmental and Safety Requirements:

- Racks should be manufactured by ISO9001, 14001, 27001, 45001, Certified company.
- Manufacturer must certify that the products are RoHS Compliance.
- The rack should comply with a minimum of IP 20 rating.

42U Rack Specifications:

- Type of Racks: Floor mount Enclosure, Size of Rack Enclosure- 42U.
- Depth of the Rack (mm)- 600 mm.
- Mount Type: Free-Standing floor mount, Front glass Door: Yes, Type of glass used in front door: Transparent Toughened Glass.
- Material used for rear door: Cold Rolled Steel Metal/CRCA Steel, Rear Door: Yes.

- Secure Locks for doors: Available, Keyboard Tray Sliding and Rotary: No.
- Shelf For CRT/TFT Display: Yes.
- Cable Channel in rear side for cable management: Yes.
- Support cable entry from top or bottom: Yes, Vertical & Horizontal managers: Yes.
- Number of Horizontal cable managers: 4.
- Number of trays: 1.
- Number of Fan for Heat dissipation (nos.): 4, Number of fan trays: 1.
- Heavy Duty Caster Wheels: Yes.
- If yes, then Front Brake Options: Available.
- Load Bearing Capacity (Kgs): 500.
- PDU dual Power Strips of 12x5A with MCB protections: Yes.
- Copper Earthing Strip -Yes.
- Side Panels: Removable

9U Rack Specifications:

- Type of Racks: Wall mount racks, Size of Rack Enclosure- 9U, Depth of the Rack (mm)- 600.
- Mount Type: Wall mount, Front glass Door: Yes, Type of glass used in front door: Transparent Toughened Glass.
- Material used for rear door: Cold Rolled Steel Metal, Rear Door: No. Back side of the rack should be closed with a removable panel.
- Side Panels: Fixed type.
- Secure Locks for doors: Available, Keyboard Tray Sliding and Rotary: No.
- Shelf For CRT/TFT Display: No, Cable Channel in rear side for cable management: Yes, Support cable entry from top or bottom: Yes.
- The rack should be fitted with one modem tray 19 inches. Horizontal managers: Yes.
- Numbers of Rack trays: 1, Number of Fan for Heat dissipation (nos): 2, Number of fan trays: 1, Heavy Duty Caster Wheels: No. If yes, then Front Break Options: N/A, Load Bearing Capacity (Kgs): 45.
- If Wall mount racks then, Swing-Out Racks: N/A, Dust or. water resistant: No.
- PDU Power Strips, 6x5A with MCB protections: Yes.
- Copper Earthing Strip -Yes.

6U Rack Specifications:

- Wall mount racks, Size of Rack Enclosure- 6U, Depth of the Rack (mm)- 600.
- Mount Type: Wall mount, Front glass Door: Yes, Type of glass used in front door: Transparent Toughened Glass.
- Material used for rear door: Cold Rolled Steel Metal, Rear Door: No. Back side of the rack should be closed with a removable panel.
- Side Panels: Fixed type.
- Secure Locks for doors: Available.
- Shelf For CRT/TFT Display: No.
- Cable Channel in rear side for cable management: Yes, Support cable entry from top or bottom: Yes.
- The rack should be fitted with one modem tray 19 inches. Horizontal managers: Yes.
- Numbers of Rack trays: 1, Number of Fan for Heat dissipation (nos): 2, Number of fan trays: 1, Heavy Duty Caster Wheels: No, If yes, then Front Break Options: N/A, Load Bearing Capacity (Kgs): 25.
- If Wall mount racks then, Swing-Out Racks: N/A, Dust or water resistant: No.
- PDU Power Strips of 6x5A with MCB protections: Yes.

- Copper Earthing Strip -Yes

Marking:

The marking on the system shall carry the following minimum information on the front/side/top panel of the system as indicated by RailTel.

- a) Manufacture's name , date & year of production.
- b) Serial number:
- c) Model no.
- d) Capacity:
- e) RailTel Logo



FORM-I

QUALIFYING CRITERIA USER's CERTIFICATE

Name of the Firm Contract No. & date

Scope of supply

Contract Amount (in Indian Rupees)

Completion Period as per contract

Data of Commencement

Actual date of Successful Completion

Quality of supply : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

E-mail id:

Contact No:

FORM-II

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks (including justification)
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(2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)
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Signature and seal of the Tenderer

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

FORM III

Manufacturer Authorization form (MAF)

ED/SR,

Dated:

RailTel Corporation of India Ltd.

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.....
.....

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

Ref: GeM Bid No.

Dear Sir,

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

We hereby authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon award
of the bid to execute the supply 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,

Authorized Signatory

FORM - IV

**Guarantee Bond for Performance Guarantee
(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Ltd, 1-10-39 to 44, 6A, 6th floor, Gumidelli Towers, Begumpet, Hyderabad-50016 (hereinafter called "the RailTel") having agreed to exempt **(Name and address of the Company/ Contractor both Registered and Regional office address)** (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No..... Dated..... [L.O.A Date] made between and RailTel Corporation of India Limited, for [Name of Work/Supply of Materials] (hereinafter called "the said Agreement") of **Performance Guarantee** for the due fulfilment 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 and address) hereinafter referred to as " the Bank") at the request of M/s..... 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 (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said.

Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, Bank (indicate the name of the Bank and address) 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.

4. We, Bank (indicate the name of the Bank and address) 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 the Bank and address) 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 effect of so relieving us.

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

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

8. Notwithstanding anything contained herein,

1. Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)
2. This Bank Guarantee shall be valid up toand
3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before (date of expiry of guarantee).

Dated the day of 2023 for

(Indicate the name of the Bank) Witness:

1. Signature Name
2. Signature Name

Form-V

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The 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/supply of _____ as per the tender No. _____ of (RailTel), 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 conditions from RailTel website www.railtelindia.com/ <https://www.GeM.gov.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender conditions. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work/supply or final payment of the contract, the master copy available with the RailTel 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 BID SECURITY DECLARATION besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that 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, along with forfeiture of BID SECURITY DECLARATION/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

I/we above named tender 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:
Date:

***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.*

Form-VI

Format for Bid Security Declaration

(On non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____(Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit :-

- 1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;
Or
- 2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;
Or
- 3) If I/We furnish any incorrect or false statement / information/ document;
Or
- 4) If I/We hide any relevant information or do not disclose any material fact in the tender;
Or
- 1) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative
Name of Firm
Date

Form-VII

Certificate for Land Border sharing

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the

trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Form-VIII

Bidder's Organization data sheet

1	Name of the Organization	
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	

Check List

S.No.	Have you submitted the following documents?	Submitted/ Complied or not	Page No/ref no. of Offer
1	User Certificate as per Form-I		
2	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions). Form-II		
3	Bid Security Declaration as per Form-VI		
4	Notarized Affidavit as per Form-V		
5	Bidders Organization data sheet as per Form-VIII		
6	Manufacturer Authorization form (MAF) as per Form-III		
7	Power of attorney in favor of the signatory duly authorizing the signatory		
8	Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.		
9	Land border certificate as per Form-VII		
10	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc.		
11	Offer Letter duly signed by authorized signatory		

Annexure-A

SN	Territory	PoP Name	19" 42U Racks	9U Racks	6U Racks	Consignee	Consignee Address	State
1	MAS	Melmaruvathur	1	-	-	Manager: P.Ravichabdran Contact: 9003144224 Field engineer: Velu Contact: 9003144241	Railtel Corporation of india Ltd., SSE/Tele /OFC , Near Tiruchirapalli - Chennai National Highway, Melmaruvathur, Chengalpattu District - 603301.	TamilNadu
2	MAS	Ulundurpet	1	-	-	Manager: Sanyasi rao Contact: 7013655420 Field engineer: Johan Contact: 9159182523	Railtel Corporation of india Ltd., SSE/Tele /OFC, Thiruchi-Chennai Hwy, Ulundurpet, Kallakurichi district, Tamil Nadu-606107.	TamilNadu
3	MAS	Mattur	1	-	-	Manager: Sanyasi rao Contact:7013655420 Field engineer:Johan Contact:9159182523	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway , Mathur station , Ariyalur district, Tamil Nadu-621709.	TamilNadu
4	MAS	Kodumudi	1	-	-	Manager: Jagadesh Chandra Contact: 9677129979 Field engineer: Kishanth kumar Contact: 9159878984	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Kodumudi, Erode - 638151.	TamilNadu
5	MAS	Sangakiri	1	-	-	Manager: Jagadesh Chandra Contact: 9677129979 Field engineer:Karthik Contact: 7904208126	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway,Narappanchavadi,sankiri station, Tamil Nadu 637302.	TamilNadu

GEM Bid No: GEM/2024/B/5560241

SN	Territory	PoP Name	19" 42U Racks	9U Racks	6U Racks	Consignee	Consignee Address	State
6	MAS	Namakal	1	-	-	<p>Manager: Jagadesh Chandra Contact:9677129979</p> <p>Field engineer:Kishanth kumar Contact:9159878984</p>	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Bharathiyar Nagar, Senthamangalam Road, Namakkal station - 637001.Tamil nadu.	TamilNadu
7	MAS	Ottanchatram	1	-	-	<p>Manager:Sankar Contact:9677129982</p> <p>Field engineer:Pandi Contact:9585952347</p>	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway,NH 209, Palani Road, Dindigul, Tamil Nadu-624619.	TamilNadu
8	MAS	Vadipatti	1	-	-	<p>Manager: Sankar Contact: 9677129982</p> <p>Field engineer: Pandi Contact: 9585952347</p>	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, Vadipatti Railway Station, Vadipatti - Dindugal dt , Tamilnadu -625205.	TamilNadu
9	MAS	Vanji Meniyachchi	1	-	-	<p>Manager: Sankar Contact: 9677129982</p> <p>Field engineer: Madavan Contact: 8056002797</p>	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway,Ottantham - Maniyachchi Road, Maniyachchi, District Thoothukudi - 628 302, State: Tamil Nadu.	TamilNadu
10	MAS	N PanKudi	1	-	-	<p>Manager: Sankar Contact: 9677129982</p> <p>Field engineer: Madavan Contact: 8056002797</p>	Railtel Corporation of india Ltd., SSE/Tele /OFC, southern railway, North Panakudi, Tirunelveli district, State: Tamil Nadu.	TamilNadu

SN	Territory	PoP Name	19" 42U Racks	9U Racks	6U Racks	Consignee	Consignee Address	State
11	SBC	Nelamangala	1	-	-	Manager: Yakoob Shah Contact: 9008046351 Field engineer: Pramod Contact: 7019002854	Railtel Corporation of india Ltd., Telecom/OFC Room, Nelamangala Railway station, Nelamangala station road, Basavanahalli, Syadamipalya, Nelamangala Town, Bangalore Rural pin code-562123	Karnataka
12	ERS	Walayar	1	-	-	Manager: L sivakumar (ch.mgr/PGT) Contact: 9007097272 Field engineer: Bennes Contact: 8593089383	Railtel Corporation of india Ltd. Walayar railway station Pudukkottai, Pudukkottai East, palakkad, Kerala-678624	Kerala
13	SC	Begumpet	-	7	4	Shiva Chaitanya: 9100970642 Sr. Manager/Stores	RailTel Corporation of India Ltd , Plot No : 6/4, Road No :11, IDA Nacharam, Hyderabad-500076	Telangana
Total			12	7	4			