

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply of Rack Servers"

Ref: GeM Bid No. GEM/2023/B/4277549

The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details.*

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available from **day1** without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted in the format given with **Information to Bidder as Form No.-2**.
4. Software/licenses offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
5. Bidder shall submit the detailed BOM of the offered software/licenses duly verified and certified by the respective OEM.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. **Earnest Money Deposit (EMD):**
All the Bidders are required to deposit EMD amount of Rs. 3,73,000/- as "Earnest Money" through RTGS/Internet Banking.

The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).

- 7.1 The eligible MSEs are exempted from Earnest Money Deposit (EMD). However, MSEs are required to meet the eligibility criteria.
- 7.2 Offers without complete amount of Earnest Money shall be summarily rejected.
- 7.3 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- 7.4 The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/PO and submission of PBG.

7.5 Bank Details for RTGS/Internet Banking is given below:

Beneficiary Name: RailTel Corporation of India Ltd
Bank Name: Ratnakar Bank Ltd
Account no.: 409001169400
IFSC Code: RATN0000100

7.6 Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.

8. Delivery Period, Consignee Details and inspection:

8.1 **Delivery Period:** The supplier will have to complete supply, installation, configuration, implementation, and testing of the cloud solution as per the technical specification given in **Annexure-I** within 60 days from the date of issue of confirmed PO. If not completed within the approved delivery period, then penalty of 0.5% of the contract value per week and the maximum up to the 10% of the contract value will be levied.

8.2 **Consignee Details:** Material shall be delivered at the Data Center sites of RailTel i.e. Gurgaon and Secunderabad. The supplier shall ship the material to the respective consignee without any additional cost to RailTel. Breakup of qty. for supply shall be given in the PO.

SN	Description	UoM	Qty	Delivery Location
1.	Rack Server	Nos	7	Secunderabad

8.3 **Consignee Inspection:** Bidder to provide the certified manufacturer test report to RailTel and complete the detailed inspection of supplied items at RailTel Data Center. In case material fails during inspection, a fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer.

Note: Consignee ID and Zip code mentioned in BOQ and consignee details given in GeM bid document are indicative. Above clause 8.2 should be considered by bidder while quoting.

9. Eligibility Criteria:

9.1 **Eligibility Criteria for Bidder:** The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years. OR	Certificate of Incorporation / Registration or Memorandum of Association (MoA)

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		The bids from Consortium/ Joint Venture entity are also allowed.	In case of JV / Consortium, Agreement for Consortium/ Joint Venture.
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of Rs. 2.8 Cr. from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>	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.
3.	Technical Capability	<p>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:</p> <p>One order of similar work# for an amount not less than the amount Rs. 1.12 Cr.,</p> <p>or</p> <p>Two similar works# each costing not less than the amount Rs. 0.75 Cr.,</p> <p>or</p> <p>Three similar works# each costing not less than the amount Rs. 0.56 Cr.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>One order of similar work# for an amount Rs. 0.65 Cr.,</p> <p>OR</p> <p>Two orders of similar work# for an amount Rs. 0.37 Cr.,</p> <p>OR</p> <p>Three orders of similar work# for an amount Rs. 0.28 Cr.</p> <p>Note: Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders.</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		# Similar Work: Projects of Supply of Server/ Router/ Switches/ Datacom Equipment in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company^. Note: ^ - Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr 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.	
4.	No Black Listing	The bidder should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	Self-Declaration by the Bidder on Company's letter head
5.	Bidder Type	The Bidder should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.	Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM as per Form no. 2.	MAF as per Form no. 2.

9.2 Eligibility Criteria Requirements for OEM's:

OEM's whose products are proposed to be used in this deployment should meet following criteria:

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers/ Public Listed Company for at least 12 months as on date of opening of tender, in India or Abroad.	Satisfactory Working certificate from End User clearly mentioning the make & model number of the offered Hardware. An undertaking by the OEM has to be submitted in support, in case issued satisfactory working

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global 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.</p>	<p>certificate is the immediate predecessor of same series/family of the offered Hardware.</p>
<p>2.</p>	<p>OEM should have supplied the equipment offered or equipment/software of the same series/family at least of Rs. 0.65 Cr. during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <i>or any global stock exchange</i>, 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.</p> <p>Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The self-certificate by OEM shall mention that the supplied Servers are of same series / family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount, multiple POs in favour of OEM's System Integrators are also acceptable.</p>
<p>3.</p>	<p>Undertaking by OEM on their respective letter Heads -</p> <p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training, repair and</p>	<p>Self- Declaration by the OEMs on Company's letter head for Point- A, B, C & D of Form no. 5.</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>service center facilities in India also (Point-A of form no. 5).</p> <p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of form no. 5).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of form no. 5).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India. Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 21.2. (Point-D of form no. 5)</p>	

Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt with on case-to-case basis only.

Note:

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.

Note: Bidder/OEM shall submit proper contact detail of all the users (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for all the certificates asked in the Qualification Criteria. The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant

organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

10. RailTel reserves the rights:

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.
- c) To carry out capability assessment of the bidder(s) including referral to in-house information.
- d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

11. Inspection:

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

12. Warranty:

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

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

- 13.** RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the **DGM/ITP** for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

14. Payment Conditions:

- 14.1** 100% payment of the value of the supply items would be made on receipt of material by the consignee duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Tax Invoice (GST)
- (ii) Delivery Challan/e-way bill.

- (iii) Packing list.
- (iv) Factory Test Report/Certified manufacturer Test Report
- (v) Purchaser's Inspection certificate
- (vi) Consignee receipt
- (vii) Warranty certificate of OEM
- (viii) Insurance certificate
- (ix) Certificates duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- (x) Copy of Submitted Performance Bank Guarantee (PBG)

14.2 Accounting unit/bill passing unit for the supplies under SOR is Corporate Office. Bills to be submitted to the DGM/ITP for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.

15. Security Deposit/Performance Bank Guarantee:

15.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of 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 four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The claim period for submitted PBG should be one year from the date of expiry.

15.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

15.3 The Performance Bank Guarantee (security deposit) will bear no interest.

15.4 This PBG would be released after satisfactory completion of contract including warranty period plus 4 months.

15.5 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.

16. Rates During Negotiation:

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation of withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

17. Purchaser's Right to Vary Quantities:

17.1 The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

17.2 Variation: Up to a maximum extent of 50% of the contract value of SOR. Below terms will be followed-

Upto maximum extent of +/- 50% subject to following condition:

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

17.3 Note- For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder

17.4 Payment terms of this variation PO will be same as clause-14 above.

18. Issue of Purchase Order/Award of Contract:

RailTel shall consider placement of PO for those bidders whose offers have been found technically and commercially acceptable and are lowest. The bidder shall within in 7 days of issue of PO, give his acceptance and submit Performance Bank Guarantee as per Clause 15 above.

19. RailTel right to accept any Bid and to reject any or all Bids:

RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel action.

20. Constitution of Firm and Power of Attorney:

20.1 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.

20.2 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.

- 20.3** 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.
- 20.4** In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated 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.
- 20.5** The duly notarized Power of Attorney shall be submitted at the time of bid submission, and original copy shall be submitted at the time of issue of LOA/PO.

Note:

- i. 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.
- ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- iii. 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/4277549.

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

21. Online Submissions:

The bidder is required to upload the required documents online 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.

- 21.1** The bidder is required to give acceptance of all the clauses of GeM bid, Buyer added bid specific ITP, RailTel's bid specific ITP documents and all Corrigenda. Any deviation / non-acceptance may lead to rejection of the bid.
- 21.2** Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 21.3** This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/-----.
- 21.4** In case, If any contradiction between GeM Bid, RailTel's Bid Specific ITP will prevail.

22. Preference to make in India:

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

22.1 Local Content:

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to 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. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of "Local Content" and "Imported Content" for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.
- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. "We _____ the statutory auditor of M/s. __ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. __ % (to be filled by the work center) quoted vide offer No. _____ dated __ against RAILTEL tender No. _____ by M/s. _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.

- vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.
- vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. "<https://dpiit.gov.in/public-procurements>" may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers.

22.2 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 no-06 shall be submitted by all the bidders regarding their compliance with this order. If such a 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.

23. Credential Verification:

- 23.1** 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.
- 23.2** 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 statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification 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.
 - a. 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 as may be necessary for such verification. Any such verification or lack of such verification, by

the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

- b. 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.

24. For Micro and Small Enterprises (MSEs):

- 24.1** MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
 - 24.2** The MSEs should submit valid Udyam certificate (UAM No.) along with the Bid. Failing 9.1 and 9.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
 - 24.3** RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange 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.
 - 24.4** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
 - 24.5** MSE Vendor hereby agrees 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.
 - 24.6** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any 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.
- 25. Splitting of Quantity:** No splitting will be done; full quantity will be awarded to selected bidder.

Annexure-I

Technical Requirement

Specifications for Servers (with 1024 GB RAM and HDDs & SSDs):

Specification	Title	Specification values
Chassis	Form Factor	Rack higher
Processor	Processor Architecture	CISC(X86) Or higher
	Processor Make	Intel, AMD
	Number of Cores per Processor	32 or higher
	Processor Base Frequency (GHz)	2.6 or higher
	Total Cache (L1+L2+L3) (MB)	48 or higher
Motherboard	Expansion Slots Gen 4 (PCIe x16)	4 or higher
	Maximum number of Sockets available on Server	2 or higher
	Maximum number of Sockets populated with Processors available on Server	2 or higher
PCIe	PCI Card Power Availability Additional power of 75 watt should be available for 100 Gbps PCIe smartNIC card.	One GPU power connector cable (75 Watt) for 100 G PCIe Smart NIC card must be supported and provided.
Co Processor/ GPU	Availability of Co-Processor /GPU	Any
Memory	Type of RAM	DDR4 SDRAM RDIMM with ECC
	Total Number of DIMM Slots available	32
	Number of DIMM Slots populated with DDR DRAM	16
	DDR SDRAM Size (GB)	1024.0 or higher
	DDR NVRAM Size (GB)	Any
SSD Storage	Type of Interface for SSD	SAS
	Total Storage Capacity offered with SATA SSD (GB)	Any
	Type of SAS SSD	Mixed Use
	SAS SSD Hot Swappable	Yes
	Endurance for SAS SSD (DWPD - Drive Writes Per Day) (X)	1 or higher
	Total Number of Slots available for SAS SSD	8
	Number of Slots populated with	2
	Capacity Offered per SAS SSD (GB)	960 or higher
	Total Capacity Offered with SAS SSD (GB)	1920 .0 or higher
	Total Capacity Offered with NVMe SSD (GB)	Any value

Specification	Title	Specification values
HDD Storage	Type of Interface for Hard Disk Drive	SAS
	Total Storage Capacity offered with SATA Drive (GB)	Any
	Total number of slots available for SAS drive	16
	Number of Slots populated with SAS Drive	8 or higher
	Capacity offered per SAS Drive (GB)	1000 GB or higher
	SAS drive Speed (Hot plug or better) (RPM)	10K
	Total Storage Capacity offered with SAS Drive (GB)	8000 GB or higher
	Total Storage Capacity offered with NL SAS Drive (GB)	Any
RAID	RAID level	1, 5, 6, 1+0
	No of RAID Controller Ports	8 or higher
	Speed of RAID Controller Ports (Gbps)	12 or higher
	RAID Controller Cache (GB)	8 or higher
Ports & Interfaces	Network Card supported	1G, 10G
	Number of Networking Interface Cards (LAN)	3 or higher
	Total Number of Ethernet Ports required in Server	4x1G, 4x10G RJ 45, 2 x25G with SFP+
	Smart NIC	
	Server Network Ports should Support SR-IOV Feature	Yes
	Server network ports should support DPDK and it should deliver zero packet loss as per RFC 2544 and deliver 100% line rate for all the packet sizes over 64 Bytes, Vendor to submit latest DPDK test report for the same	Any
	Number of Single port FC HBA card	Any
	Number of Dual port FC HBA card	1 or Higher
	Number of Quad port FC HBA card	Any
	FC HBA Speed (Gbps)	32 or Higher
	Number of Converged Network Adaptor (CNA)	Any
	Number of Ports per CNA card	Any
CNA Port Speed (Gbps)	Any	

Specification	Title	Specification values
	Length of LC-LC Cable per SFP+ Port (meter)	5 or higher
	Length of LC-LC Cable per HBA Port (meter)	5 or higher
	Length of LC-LC Cable per CNA Port (meter)	Any
Certifications	Certifications/Compliance (OS)	Windows, Red Hat Linux, Suse Linux, Ubuntu
	Certification/Compliance (Virtualization/Cloud Platform)	VM ware, HyperV, Red Hat Virtualization
Management Features	Management Features-1	Remoter power On/ Shutdown of server,, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management
	Management Features-2	Management of multiple Servers from single console with single source of truth for multiple sites., Automated infrastructure management for patch upgrades, version upgrades ,etc., Simplified management with analytics driven actionable intelligence., System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools), Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open and programmable providing Rest API, SDK for programming languages like Python , power shell scripts etc., Should have customizable dashboard to show overall aults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users. The user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc), Single pane of glass for auto Provisioning across Multi vendor & multi hypervisor platform, Self service portal deployment for automated provisioning, Real-time out-of-band hardware performance monitoring & alerting
Security Features	Security Features-1	Secure Boot (Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection, "Malicious Code Free design" (to be certified by OEM)

Specification	Title	Specification values
	Security Features-2/	Provision for Cryptographic firmware updates, Capability to stop execution of Application/Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot, In case of any security breach system should provide the lock down feature
Generic	Redundant Power Supply	Yes
	Hot Swappable (Redundant Power Supply)	Yes
	Power Supply Efficiency	Platinum, Titanium, Bronze or higher
	Redundant Fan	Yes
	Hot Swappable Redundant Fan	Yes
	Server Main Supply	230 +/- 10%Vac
Benchmark	SPEC int_rate_base 2017 for the product (must be available on SPEC dot ORG before evaluation)	378 Or higher
	SPEC fp_rate_2017 for the product (must be available on SPEC dot ORG before evaluation)	383 Or higher
Benchmark	SPEC int_speed_base 2017 for the product (must be available on SPEC dot ORG before evaluation)	11.8 or higher
	SPEC fp_speed_2017 for the product (must be available on SPEC dot ORG before evaluation)	192 or higher
Warranty	On Site OEM Warranty (Year) /AMC	3 or higher
	Support	Max. Downtime in Quarter (3 months) shall not exceed more than one day (for single server unit). If not met, warranty to be extended by twice the days of downtime for entire lot.

Form No. 1
PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

Form No. 2

Performa for Manufacturer Authorization Form

**Director,
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

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

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

Dear Sir,

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

We hereby authorize M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

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

Thanking you,
Best regards,

Authorized Signatory

Form No. 3

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 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 (RailTel Corporation of India Ltd.), 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 RailTel website www.railtelindia.com, <https://railtel.enivida.com/>, I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work 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 EMD 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 EMD/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:

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.*

Form No.: 4

Format for Power of Attorney

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2020

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form No. 5

OEM Undertaking on Letter Head
(To be signed by the OEM)

**Director,
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

Sub: OEM Undertaking

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

Dear Sir,

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

A. We undertake/Certify that

“We have proven facilities at (Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service center facilities in India at(Complete Address along with Pin Code) also.”

B. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.

C. We Certify that,

- (i) All proposed hardware and software components in scope of supplies (Server) when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.

(ii) We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than

(iii) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also, the present contract, may liable to be terminated by the purchaser.

D. We certify that our offered products are genuine, have our own manufacturing setups and IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software including camera firmware, switch firmware etc. are not residing in countries sharing land borders with India. Proof of IPR & source code will be provided by the OEM.

or

IPR of offered products and source code of offered software including camera firmware, switch firmware etc. are residing in country (Please mention the country name) and OEM has been registered with the Competent Authority of Govt. of India and are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

In case any breach or false declaration is found at any stage, immediate strict penal action can be taken by RailTel.

Seal and signature of the authorized representative of OEM

Place:

Date:

Form No.: 6

Undertaking for Land Border

Certificates related to Guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020

(i) Certificate to be provided by Tenderer on their letter heads:

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

(END of Tender Document)