

Bid Specific Additional Terms & Conditions (ATC)

Information to Bidder for Supply of Router for Upgradation of SBI Network of RailTel Corporation of India Ltd., Eastern Region

Ref: GeM Bid No. GEM/2024/B/5661889

Dated. 05.12.2024

The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee details are also available on the website www.railtelindia.com

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in Annexure-I.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In the case of the authorized distributor/ partner certificate from the OEM to this effect should be submitted as per Annexure-III.
4. The equipment offered shall have complete data sheets and detailed descriptions on OEM web sites. The bidder shall provide the complete details in their bid.
5. The bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by the bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unit rates should correspond to the referred unit rate. Priced BOM/BOQ submitted with technical bid will be summarily rejected.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. Delivery Period, Consignee Address and inspection
 - 7.1 Delivery Period: The supplier will have to supply the material within 60 days from the date of issue of the confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered quantity per week to the maximum 10% of the contract value will be levied.
 - 7.2 **Consignee Address:**
Asstt.GM/Store, RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue, Panihati, Dhankal, Kolkata - 700114
Shri Surajit Roy, Mobile No. 9007044137.

7.3 Inspection:

- 7.3.1 The supplier/manufacturer shall give a call for inspection considering delivery within the delivery period when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup.
- 7.3.2 The supplier/manufacturer shall submit along with the inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 7.3.3 In case material/equipment fails during the inspection, a fresh lot of the same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to the manufacturer's / supplier's account/cost.
- 7.3.4 Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 7.3.5 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.
- 7.3.6 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at the manufacturing facility, the equipment shall be accepted on the basis of the supplier's internal test report, guarantee and fitment certificate. In this regard, the written approval of the HOD of the Indenting department should be obtained recording the reasons for it.

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

- 8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 58,38,783.29 (All inclusive).
- 8.2 Earnest Money Deposit (EMD)/ Bid Security: Rs. 1,17,000/-

(iv) Bank Details for RTGS/Internet Banking is given below:

Name of bank & address	Union Bank of India, Branch, Branch address: 1/1, Camac Street, Ground Floor, Kolkata – 700016.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED E R COLLECTION A/C (RCIL)
Account No.	401601010519491
IFSC Code	IFSC Code UBIN0540161
Branch	Chowringhee Road

EMD can also be submitted in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of "RailTel Corporation of India Ltd." payable at Kolkata.

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). Bids without EMD will be summarily rejected.

- (i) Offers without a full amount of Earnest Money shall be summarily rejected.
- (ii) Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- (iii) The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA and submission of PBG against LOA.

Proof of payment shall be submitted online on GeM portal and if EMD is submitting in the form of Demand Draft/Pay Order/Banker's Cheque, the original should reach at RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 within 7(seven) days of opening of GeM Bid.

The Bid received without EMD/ documentary proof of exemption of EMD as per GeM Terms & Conditions will be summarily rejected.

Please note that as per the latest Govt. of India guidelines. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

Sellers under Bid Security/Earnest Money exempted category shall submit "Bid Security Declaration" as per Annexure-VIII accepting that if they withdraw or modify their bids during period of validity etc., they will be banned for the period of three-year and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for three years from the date of issue of such orders

8.3 Validity of Bid: Bid is valid for 90 days from the date of opening of tender.

9. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit Performance Guarantee/ Security Deposit in the form of online transfer/ irrevocable Bank Guarantee from any scheduled commercial Bank (either private or PSU but not from any cooperative bank or NBFC) for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order including GST is required to be submitted within 30 days of issue of Purchase Order with validity of 90 days beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. If Performance Guarantee is not submitted by the successful bidder within 60 days from the date issue of GeM Contract, RailTel may terminate the contract. The claim period of the PBG shall be one year from the date of expiry.
- ii. The security deposit/PBG shall be submitted to RCIL/RO/ER Salt Lake, Kolkata.

- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel’s Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel’s bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel’s Bank.

Detail for online SFMS confirmation using the platform is as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (**ICIC0000007**).

Mention the unique reference (**RAILTEL6103**) in field 7037

Note 1: Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.’

Note 2: In case of change in the value of Security Deposit/Performance Guarantee as per latest guidelines issued by GoI, bidder has to submit the revised BG accordingly.

- iv. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.
- v. The Performance security shall be forfeited and credited to the RCIL account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.
- vi. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful bidder. Payment of Security Deposit in the form of Pay Order/Demand Draft/Banker’s Cheque should be made in favor of “RailTel Corporation of India Ltd” payable at Kolkata.

10. Eligibility Criteria of the bidder

10.1 Technical Eligibility for Bidder:

Eligibility criteria Requirements	Documentation Required
<p>The Bidder/OEM {themselves or through reseller(s)}, should have executed projects for supply and installation /commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three pervious financial years) as on opening of bid, as per following criteria:</p> <ul style="list-style-type: none"> (i) Single Order of at least 35% of estimated bid value; or (ii) Two orders of at least 20% of estimated bid value; or (iii) Three orders of at least 15% of estimated bid value. 	<p>Satisfactory Performance Certificate issued by the Buyer Organisation for the above Orders should be uploaded with the bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.</p>

In case a contract is started prior to 03(three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, completed work shall be considered for fulfilment of credentials.

Similar category of products - Supply of Data Network Equipments with satisfactory working in Government/PSUs/Telecom Service providers/Public Listed Company in India or outside India.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2 Financial Eligibility for Bidder :

Eligibility criteria Requirements	Documentation Required
<p>A. Other than Startups :The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, 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. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/ Certificate.</p> <p>B. For Start Ups: 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</p>	<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 with UDIN No. duly supported by Audited Balance Sheet.</p> <p>Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.</p>

<p>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. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/ Certificate.</p>	
<p>1. Legal Entity: The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years.</p>	<p>Certificate of Incorporation / Registration Memorandum of Association (MoA)</p>
<p>2. The bidder (in case of consortium/JV, all members) 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.</p>	<p>Self-Declaration by the Bidder on Company's letter head.</p>
<p>3. The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.</p>	<p>Undertaking to be submitted by the Bidder</p>
<p>4. Bidder should have authorization specific to this tender from respective OEM as per Annexure-III.</p>	<p>MAF as per Annexure-III</p>
<p>5. The bidder should have Supplied Router/switch in Government /PSUs / Telecom Service Providers network / ISP Network / Public listed company during last 03 (three) years, ending last day of month previous to the one in which tender is invited.</p>	<p>Completion certificates with Satisfactory working of the work completed from the User Organizations is required to be submitted.</p>

- 10.3 The tenderers shall submit a notarized affidavit on a nonjudicial stamp paper stating that they are not liable to be disqualified and all their state-ment/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-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 here under nor will it affect any rights of the RailTel thereunder.

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

Explanation for clause - Eligibility Criteria:

- a) If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.
- b) If a part or a component of contract is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- c) In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- e) The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- f) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents

which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

- g) In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- h) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.
- i) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- j) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- k) In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- l) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- m) In case company A is merged with company B, then company B would get the credentials of company A also.

11. Eligibility Criteria for OEM :

Eligibility criteria Requirements	Documentation Required
1. OEM should be a registered in India. In case of imported product also OEM should have a registered office in India to provide after sales service support from India itself.	Certificate/undertaking for the same will have to be submitted
2. OEM should be ISO 9001, 14001	Certificates to be submitted

3.The Equipment offered by the OEM or	The certificates (at least PO copy) from
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<p>equipment of the same series/family from the same OEM should have received PO or supply record from any Government/ PSUs/ Telecom Service Providers network in India.</p>	<p>the actual users will have to be submitted may also submit self-certificate with proper contact detail of end clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p>
<p>4. Clause-wise technical specs compliance alongwith all mentioned documents/annexures for all clauses to be submitted along with bid by the bidder (i.e., OEM). Back-to-Back warranty with respective OEMs for both Hardware and Software.</p>	<p>The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.</p>
<p>5. OEM/Authorised partner should have Service Centre at min 04 locations in major cities in India.</p>	<p>Service center details along with GST no of each location to be shared along with address and contact no. and person.</p>
<p>6. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports in the country from where the proposed equipment are planned to be supplied. OEM should have training repair and service center facilities in India.</p>	<p>The certificates/Undertaking for the same will have to be submitted.</p>
<p>7. 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.</p> <p>Note – OEMs from country that shares a Land Border with India are allowed to offer their products' provided OEM's is registered with DPIIT.</p>	<p>The certificates/Undertaking for the same will have to be submitted</p>

12 **Splitting of Quantity:** Deleted.

13 **Evaluation Criteria:**

- a. The bidder shall quote the equipment prices as per the price format given in the GeM portal.
- b. Bidder should quote for full qty. of the item. The Offers will be evaluated on total cost.
- c. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- d. Offers from the tenderers not meeting the eligibility criteria will not be considered.

- e. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The bidder should indicate brand name, type / model number of the material offered.

14 Variation of Quantities at the Time of Award:

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of the 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.

RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

15 Warranty:

The equipment is to be warranted 5 (five) years from date of supply. The tenderer shall warrant that materials 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 item 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.

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

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

Contractor can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

16 Long Term Maintenance Support: Not used.

17 Payment Conditions:

90% of payment against full supply of the material of all SOR items mentioned in PO and on receipt by the consignee duly inspected & accompanied with valid documents.

10% payment after one year satisfactory working

Sr. DGM/Project shall be the bill passing Authority and Sr. DGM/Finance paying authority.

The following documents are to be submitted for payment:

- Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
- Delivery Challan and e-Way Bill.
- Packing List.
- Purchaser's Inspection Certificate.
- Transit Insurance Certificate.
- Warranty Certificate of OEM & in-house inspection certificate.
- Copy of Performance Guarantee /Proof of Performance Guarantee submission.
- Certificate of receipt of Goods in good condition from RailTel.

18. Liquidated Damages:

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

19. 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) EMD/Documentary proof of exemption along with Bid Security Declaration as per Format at Annexure -VIII
- (ii) Clause wise compliance along with all mentioned documents/annexures 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 vide clause 11 as applicable.
- (vii) MAF/OEM Authorization as per **Annexure-III**.
- (viii) Notarized affidavit on a non-judicial stamp paper as per **Annexure-V**.
- (ix) Notarized Power of Attorney in name of authorized signatory as per Clause No. 22.

20. **Offline documents:**

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 at any point of time whenever asked for verification.

21. **Insurance**

21.1 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 already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

22 **Constitution of Firm and Power of Attorney**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

Note: 1) The bidder is required to give acceptance of all the clauses of GeM bid, Bid Specific Additional Terms & Conditions and RailTel's Bid Specific ATC. 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 portal 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/5661889**.

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.

23 In case, if any contradiction between GeM Bid, Bid Specific Additional Terms & Conditions,

RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

24. **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.

25. **Contact Details for general Information:**

RailTel Contact-I : Sh Ardhendu Doloi , AGM/Imp. Mob No. 9007044124

RailTel Contact-II :Sh. . Pooran Singh Ch. Manager/Tender : Mob No.: 9007044140

26. **Trade Receivables Discounting System (TReDS):**

TReDS feature is available on m1xchange portal, URL: <https://www.m1xchange.com>.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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

27. **Public Procurement:**

27.1 **Preference to Make in India:**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 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.

- (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) As per para 9 of PPP-MII 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.
- (iv) 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.
- (v) 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.
- (vi) Divisible/Indivisible as per PPP-MII policy office memorandum dt-18.05.2023 shall be applicable to this tender

27.2 **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 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.

27.3 Preference to Micro and Small Enterprises (MSEs):

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.
2. The MSEs should submit valid Udyam certificate (UAM No.) along with the Bid. Failing the same, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

27.4 Latest MSME guidelines will be followed as issued by GOI for this tender.

28. Compliance:

- 1) The bidder is required to give acceptance of all the clauses of GeM bid, Buyer added bid specific ATC, RailTel's bid specific ATC documents and all Corrigenda. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms& Conditions laid down by the GeM against **GeM Bid No: GEM/2024/B/5661889 Dt. 05. 12.2024**

Annexure-1**SOR Items:**

SOR item No.	Description of Item	Unit	Quantity
1	Tier-4 DC Router as per Technical specification	Nos.	7

Technical Specification

Tier-4 DC Router:

SN	Description	Compliance Yes/No
1	Router should support minimum 1G/10G SFP+ ports (Including 8X10G SFP+ module or above) and 4 number of 100G interface (excluding XFP/SFP/QSFP) from day one.	
2	Total throughput (Full duplex): Minimum 360 Gbps	
3	MAC Table Size: 64K	
4	IPv4 RIB/FIB: Minimum 1M/128K	
5	IPv6 RIB/FIB: Minimum 1M/32K	
6	MPLS Labels: Minimum 32K	
7	Label Stack: 5	
8	L2 / L3 VPN VRF: Minimum L2 1000, Minimum L3 256	
9	Support of number of queues per system: Minimum 3K	
10	Number of VLAN support: 1000	
11	Multicast Routes: 5K or above	
12	mVRF : 50	
Features Required for Type-I, Type-II and Type-III Routers		
1	Router can be of either modular/fixed type and shall have modular Operating system where it shall support individual restart of critical processes without affecting other processes or rebooting the entire operating system.	
2	All 10G interfaces shall be of SFP+ type and shall support LR, ER and ZR and color standard.	
3	Router shall have option checking configuration before committing and option of rolling back to at least five configurations.	
4	Router should support redundant DC (with the operating range of -40 to -72 VDC) power supplies. Dual DC power supplies.	
5	Digital Optical Monitoring (DOM) should be supported, optics information retrievable including RX/TX-power, threshold-monitoring/alarming, inventory.	
6	It shall support role based privileges for the system access and radius authentication for the System admin.	
7	The router should have a Console or Out-of-band Management.	
8	Alerts for environmental or other hardware based alarms should be visibly implemented on the chassis.	
9	All interfaces shall support services like L2VPN, L3VPN, VPLS and multicast VPN for both IPv4 and IPv6	
10	The router should have mechanism to protect itself from DDoS attack.	
11	The router should be IPv6 ready from day one.	
12	The router should support filtering based on different parameters like:	

	source IP, destination IP, source port, destination port, protocol etc		
13	The router should support Netflow, Jflow, sflow or equivalent		
14	The router should support IP SLA or RPM (or equivalent) for performance measurements, it should also support monitoring of IP SLA/RPM (or equivalent) probes using SNMP polling (OEM has to provide SNMP MIB information)		
15	Shall support QoS, option of traffic shaping per Interface based.		
16	Shall support following class of service features:		
	a) Classification, policing, marking, shaping, filtering		
	b) Manage congestion using a weighted random early detection (WRED) algorithm or Equivalent.		
	c) RFC 2474, Definition of the Differentiated Services Field in the IPv4 and IPv6 Headers		
	d) Single Rate Three Color Policer RFC 2697		
	e) RFC 2698//RFC4115,, A Two Rate Three Color Policer		
	f) congestion Management through CBWFQ , Round-Robin or equivalent , WFQ or equivalent		
17	g) RFC 2597, Assured Forwarding PHB Group		
	h) RFC 2598, An Expedited Forwarding PHB		
	i) Router should be able to classify based on 802.1 ad, 802.1 p, EXP and DSCP bits		
	j) The router shall support traffic interface mirroring in both ingress & egress directions for both IPv4 & IPv6		
	17	The router shall support provision for event based scripts that shall be capable of performing actions based on certain triggers	
	18	The router shall support aggregated Ethernet and it shall be possible to bundle Up to 16 links for Routers for Type I and Type II Routers and 8 Links for Type III routers.	
19	Shall support following MPLS features		
	a) LDP and RSVP signaling		
	b) RFC 5036, LDP Specification		
	c) RFC 3212 OR Constraint-Based LSP Setup using LDP		
	d) RFC 3215, LDP State Machine		
	e) RFC 3478, Graceful Restart Mechanism for LDP		
	f) RFC 2858, Multiprotocol Extensions for BGP-4		
	g) RFC 3063, MPLS Loop Prevention Mechanism		
	h) RFC 3031, Multiprotocol Label Switching Architecture		
	i) RFC 3032, MPLS Label Stack Encoding		
j) The router should be able to do load-balancing over multiple equal cost MPLS LSP			
20	The Router shall support MPLS Fast Reroute both link protection and Node protection.		
21	MPLS Ping, MPLS Trace Route		
22	Fast Reroute Extensions to RSVP-TE for LSP Tunnels		
23	The router shall Support of Sync-E & PTP technology (License price to be quoted separately)		
24	Shall support MPLS based VPN services		

	a) L3VPN, L2VPN (Kompella BGP/ Martini LDP),	
	b) Internet draft, draft-ietf-l2vpn-vpls-bgp-08.txt, Virtual Private LAN Service (VPLS) Using BGP for Auto-discovery and Signaling	
	c) RFC 4762 Virtual Private LAN Service (VPLS) Using Label Distribution Protocol (LDP) Signaling	
	d) Next Generation mVPN (P2MP) /NGMVPN.	
25	The router shall support the following routing features	
	a) BGPv4, BGP confederations and route reflector	
	b) Dynamic Host Configuration Protocol (DHCP)	
	c) RFC 3101, The OSPF NSSA Option	
	d) RFC 2328, OSPF Version 2	
	e) RFC 3623, OSPF Graceful Restart	
	f) RFC 3630, Traffic Engineering (TE) Extensions to OSPF Version 2	
	g) RFC 1195, Use of OSI IS-IS for Routing in TCP/IP and Dual Environments	
	h) RFC 2104, HMAC: Keyed-Hashing for Message Authentication	
	i) RFC 2973, IS-IS Mesh Groups	
	j) RFC 3358, Optional Checksums in IS-IS/RFC5303	
	k) RFC 3359, Reserved Type, Length and Value (TLV) Code points in IS-IS	
	l) RFC 3373, Three-Way Handshake for IS-IS Point-to-Point Adjacencies	
	m) RFC 5305, IS-IS Extensions for Traffic Engineering	
	n) RFC 3847, Restart Signalling for IS-IS	
	o) RFC 3590, Source Address Selection for Multicast Listener Discovery Protocol	
	p) IGMP v2 and v3 as described in RFC 2236 and RFC 3376 with IGMP Routing Policies to filter IGMP requests.	
26	The router shall support Virtual Router Redundancy Protocol (VRRP) as per IETF RFC 3768	
27	Router shall support SNMP v2/v3 and NTP	
28	Shall support BFD for both single hop and multihop sessions	
29	Shall support the following OAM features and actions such as syslog/link down should be configurable on OAM event trigger:	
	a) 802.3ah	
	b) 802.1ag	
	c) Y.1731	
30	Shall support Multi-chassis LAG or EVPN Multi-Homing	
31	IPv6 Features	
	a) IPv6 Ping	
	b) IPv6 trace route	
	c) OSPF v3	
	d) IS-IS	
	e) VRRPv3	
	f) IPv6 CoS (classification & rewrite, scheduling based on TC)	
	g) IPv6 ACL	

	h) 6PE and 6VPE	
32	Multicast Feature: It shall support following:	
	a) It shall support IGMP snooping v2/v3	
	b) The router shall support PIM Sparse Mode, RFC 4601(optional)	
	c) Rendezvous Point (RP) - ability to be configured as an RP	
	d) RFC 3569, Source Specific Multicast (SSM)	
	e) RFC 2365, Administratively Scoped IP Multicast or should support PIM	
	f) RFC 3446, Anycast Rendezvous Point (RP) Mechanism using Protocol Independent Multicast (PIM) and Multicast Source Discovery Protocol (MSDP).	
33	The proposed router should be NEBS level 3 compliant. NEBS Certification is not required for PMA. However OEM has to produce certificate from standard lab approved or authorized by Govt. of India that the supplied Products are equivalent to NEBS and meet all standard and specification of NEBS.	
34	The device should comply to the following safety standards	
	a) EN 55022 Class A Emissions (Europe) or Equivalent.	
	b) FCC Class A (USA) Radiated Emissions or Equivalent.	
	c) UL 60950-1 Information Technology Equipment – Safety or Equivalent.	
	d) EN 60825-1 Safety of Laser Products or Equivalent.	
	e) EN-61000-4-11 Voltage Dips and Sags or Equivalent.	
	f) ETS-300386 Electromagnetic Compatibility Requirements or Equivalent.	
	g) The device will conform to the following EN/IEC standard: or Equivalent.	
	i. 61000-4-2 – ESD or Equivalent.	
	ii. 61000-4-3 Radiated Immunity or Equivalent.	
	iii. 61000-4-4 – EFT or Equivalent.	
	iv. 61000-4-5 – Surge or Equivalent.	
v. 61000-4-6 – Low Frequency common immunity or Equivalent.		
35	The offered devices must support following functionalities to support 3rd party SDN (in future)	
	(a) The router should support RFC 6020, YANG - A Data Modeling Language for the Network Configuration	
	(b) Protocol (NETCONF)	
	(c) The solution should support the network configuration protocol (NETCONF) that provides mechanisms to install, manipulate, and delete the configuration of network devices, RFC 6241	
	(d) The router should be able to act as Path computation client in the PCE architecture defined in RFC 4655.	
	(e) The router should support PCECP as defined in RFC5440.	
	(f) The router should support BGP link-state (BGP-LS), RFC 4655	
	(g) The router should support SPRING or Segment routing	
36	Devices shall support following natively or through EMS for Provisioning. If it is supported through NMS, should be integrated with	

	the existing NMS.	
	(a) Use NETCONF (RFC 6241, RFC 6242, RFC 5277)	
	(b) REST /NETCONF based CRUD operations for configuration and management.	

37	The offered devices must support API/NBIs for auto discovery of Services and Physical & Logical Topology or should support ZTP.	
38	TELEMETRY Function: It shall support following:	
	a) The router should support telemetry based on push model for monitoring network devices	
	b) The router should support various software models/sensors for capturing different health parameters from the devices	
	c) The router should support sending telemetry data to multiple consumers simultaneously	
	d) The router shall support GPB/GRPC/KAFKA encoding for telemetry data	
	e) The software model/sensors should be based on either yang, xml or open config	
	f) The solution shall use either UDP or GRPC for transport of telemetry data	
	g) The system should support streaming granularity of atleast 10 sec	
	h) The router shall have the ability to interact with open standard based tools	
	i) The system should support REST API/NETCONF for communication with third party tools and applications	
	j) Enabling telemetry should not have any adverse impact on the performance of the device/router	
	k) Some of the streaming models/sensors the router should support are:	
	System	
	Chassis Environment	
	Utilization (memory, processor, QoS, Temp, Port utilization), errors counters.	
	Controller Card sensors (memory, CPU, Temp etc.)	
	ARP table state	
	Routing prefix information	
	Interface	
	Interface statistics (Physical and logical interfaces)	
	Interface optical diagnostic	
	Congestion and latency	
	Filter statistics	
	Protocol	
	BGP peer information	
	ISIS State, Interface, Adjacency statistics, LSDB	
	ISIS SPRING / Segment Routing Statistics	
	RSVP Interface Statistics	
	LSP statistics	

	LSP Event Export, Experimental	
	IP SLA/RPM (or equivalent) reporting	
	Segment Routing statistics	
39	Router should support Dual Image/Partition with USB flash drive booting option for OS recovery	
40	Router should support jumbo frame.	
41	Router should support port mirroring	
42	Router should support security features of Broadcast/Multicast/Unicast Storm control.	
43	Router should comply to following Temperature performance parameters:	
	i. Operating Temperature: 0 to 40 degree C or better	
	ii. Storage Temperature : -10 to 60 degree C or better	
44	Routers should support following Metro Ethernet Features:	
	i. ITU-T G.8032 Ethernet Ring Protection designed for loop protection or alternate mechanism to achieve ring protection in less than 50 ms.	
	ii. Should support multiple Ring up to 8 ring(main and sub ring) protection failover with in 50 ms or ITU-T G.8032 v2.	
45	The operating system of the Routers category/series/family should be MEF- 3.0/9/14 or CE(Carrier Ethernet) Certified.	
46	The Router shall be designed for continuous operations with dual fan system.	
47	Router should support CFM and LFM alarms.	
48	Shall support HQoS, option of traffic shaping per VLAN based.	
	i. Shall support at least 4K Queues	
	ii. Per-VLAN policing.	
	iii. Per-VLAN rewrite	
	iv. Per-VLAN two-rate tri-color marking.	
	v. Per-VLAN classification	
	vi. Per-VLAN filtering	
49	Support for P and PE router functionality for MPLS on the same router simultaneously and on all the interfaces.	
50	Router shall support E-Line or E-LAN MEF standards.	
51	Routers should be rack mountable to fit into a standard 19-inch rack	
52	OEM shall ensure that use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied Optics available in market.	
53	Segment Routing	
i	Router should be able to support SR standards on IPv6 whenever it is firmed upt without any cost to RCIL.	
ii	The router should support SR-MPLS dataplane and protocols OSPF,IS-IS and BGP Segment routing extensions	
iii	Traffic Steering of SR policies with Autoroute Include and Segment Routing TI-LFA SRLG Protection	
iv	LSP ping, trace-route, Pseudo wire Ping over Segment Routing, trace route for binding-SID	
v	MPLS-LDP interworking with SR-ISIS and SR-OSPF	

vi	TI-LFA with IGP (Link, Node, Local SRLG, Remote SRLG protection)	
vii	Controller instantiated SR Policy (PCEP, BGP) and SR policy based on On demand next hop	
viii	Router should have capability to calculate Bandwidth based path using centralized controller.	
ix	Shall support SR and MPLS (LDP) Interworking Mapping Server	
x	The router shall support dynamic point-to-point interface latency performance measurement. The measurement must be integrated in the IGP and BGP LS for SDN Controller Analysis.	
xi	Label distribution protocol and segment routing should coexist and there should support option to prefer LDP over segment routing.	
54	EVPN Features	
i	Router should have support of Ethernet VPN (EVPN with single homing, multi homing)	
ii	Router should have support of following features on EVPN: EVPN-IRB, EVPN VPWS, EVPN VPWS Preferred Path over SR-TE Policy	
55	OEM should be approved from National Security Council Secretariat as Trusted source	
Note	i. NEBS Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to NEBS and meets all standard and specification of NEBS.	
	ii. The Router/Router (OS)/Series/Family should be tested and certified for EAL2/NDPP (or above) under common criteria programme for security related functions or under Indian common criteria certification scheme (IC3S) by STQC, DEIT, Government of India. Or Router Series should be MEF certified.	
56	Warranty: On Site OEM Warranty (Year) - 5 years	

Annexure-II

OFFER LETTER

Principal Executive Director,
Eastern Region,
RailTel Corporation of India Ltd.,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata-700091

Ref: - GeM Bid No. GEM/2024/B/5661889 Dated: 05.12.2024

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

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 60 days from the date of opening of the bid.

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

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

Annexure-III

Manufacturer Authorization form (MAF)

Dated

Principal Executive Director,
Eastern Region,
RailTel Corporation of India Ltd.,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata-700091

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

Ref: Tender No. GEM/2024/B/5661889 dated 05.12.2024

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,

Authorised Signatory

Annexure-IV

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(to be in accordance with stamp act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City Bidhannagar, Kolkata-700091 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated.....made between.....and... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, 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 and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) 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.

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

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at/Kolkata (indicate detailed address of local Kolkata Branch with code no.). The branch at Kolkata is being advised accordingly.

(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.

Dated the _____ day of _____, 2024

for
(indicate the name of the Bank)

Witness:

1. Signature
Name

2. Signature
Name

Annexure-V**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____
as per the GeM Bid No. _____ of RailTel Corporation of India Limited, Eastern Region, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire RailTel. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance

Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above 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.**

Annexure-VI**GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

- 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.]"

Annexure-VII

PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING

(To be signed by the Bidder)

To,
Principal Executive Director.
Eastern Region,
RailTel Corporation of India Ltd.,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata-700091

Tender Reference No. GEM/2024/B/5661889 Dt. 05.12.2024

Sub: NIL Deviation Compliance

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

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

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

Annexure-VIII

Bid Securing Declaration

(Ref: ATC clause 8.2)

Note: Bidders exempted from submission of bid security are required to submit this form.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

To
Principal Executive Director,
RailTel Corporation of India Ltd
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Bidhannagar,
Kolkata-700091.

Ref: Tender Document No. GEM/2024/B/5661889 Dt. 05.12.2024

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 3) receipt by us of your notification
 - a. of cancellation of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorised to sign bid for and on behalf of

(Name & Address of bidder and seal of the company)

Dated onday of(insert date of signing)

Place(insert place of signing)

DA