

Bid Specific Additional Terms & Conditions (ATC)

Information to Bidder for the “Supply of Managed Switch as per specification for RailTel Corporation of India Ltd., Kolkata

Ref: GeM Bid No. GEM/2024/B/5439751

Dated: 27.09.2024

1. The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com.
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware /software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are given in Annexure-I.
3. OEM or Authorized dealer/ distributor/ Partner 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 authorised dealer/ distributor.
4. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting, then OEM should submit the certificate. In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
5. The material offered shall have complete data sheets and detailed description on OEM websites. Bidder shall provide duly filled and signed Technical Compliance of the offered material, failing which the bid may get rejected.
6. Not used
7. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
8. GSTIN ID of vendor should be provided from where goods will be supplied.
9. **Delivery Period, Consignee, Inspection :**
 1. **Delivery Period :** The bidder has to complete the supply within 45 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered quantity per week or part thereof for the undelivered portion of SOR subject to the maximum to the 10% of the contract value will be levied.
 2. **Consignee :** Consignee : Sr. Manager/Tech/Store, RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue, Panihati, Dhankal, Kolkata - 700114
 3. **Inspection:** Inspection shall be carried out by authorized representative of RailTel.
1. Pre-dispatch factory acceptance inspection shall be carried out for the offered material by RailTel’s representative. The supplier/OEM should have test arrangements in India for the purpose of inspection.

2. 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.

10. Estimated cost and Earnest Money Deposit (EMD)/ Bid Security:

1. Estimated cost : The Estimated cost of the GeM Bid is Rs. 13,64,000/- (Incl. GST)

2. Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD)/ Bid Security : Rs. 28,000/- EMD can 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 Bid received without EMD will be summarily rejected.

3. In addition to clause 10 (2) above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of the Bank and Address	Union Bank of India, Chowringhee Road Branch, 1/1 Camac Street, Ground Floor, Kolkata – 700016
Name of the account holder	RAILTEL CORPORATION OF INDIA LIMITED
Account No.	401601010519491
IFSC Code	UBIN0540161

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 of Demand Draft/Pay Order/Banker's Cheque /proof of the online payment transfer alongwith bid. If EMD is submitted in the form of Demand Draft/Pay Order/Banker's Cheque, the original shall receive RailTel office at Salt Lake, Kolkata within date and time of opening of the bid.

4. EMD shall be exempted to Micro & small Enterprises registered for the tendered items/ as per the latest Govt. of India guidelines. **Under MSE category, only manufacturers for offered goods in case of bid for supply of goods are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.** The bidders claiming the preference must submit relevant documents. **The Bid received without EMD /Documentary proof of Exemption of EMD, will be summarily rejected.**

Sellers under Bid Security/Earnest Money exempted category shall submit "Bid Security Declaration" as per Form No.3 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.

5. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
6. The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/ PO and submission of PBG.

11. Performance Bank Guarantee/ Security Deposit

1. The successful tenderer shall submit Performance Guarantee/Security Deposit in the form of bank guarantee issued from any of the scheduled commercial bank in India and not from any cooperative bank or NBFC, or online payment, safeguarding the purchaser's interest in all respects.
2. Security Deposit/Performance Bank Guarantee @ 10% of total value of contract rounded off to the nearest higher Rs.1,000/- (one thousand) is required to be submitted within 30 days of issue of notification of award and it should valid for a period of 90 (ninety) days beyond the date of completion of contractual obligations of the supplier, including warranty obligations allowing a claim period of one year (time period between expiry date and claim period) on top of guarantee period.
3. The successful tenderer is required to furnish security deposit in the form of identified in para 11.1 above and 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. The performance security should cover warranty period as per the tender conditions
4. The Security Deposit/Performance Bank Guarantee shall be submitted to **RailTel Corporation of India Ltd.** Eastern Regional Office at Salt Lake City, Kolkata.
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.

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

6. The Security Deposit/Performance Bank Guarantee shall be released after successful completion of contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
7. Any Performance security up to a value of Rs. 5 Lakhs is to be submitted online transfer only.

12. Eligibility Criteria for OEM :

1. The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
2. The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
3. 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 Centre 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 service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

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

13. Technical Eligibility Criteria of Bidder:

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

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

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

Similar Category of Product : “Products of Datacom/ IT /ICT /Telecom” for any Government department or Public Sector Units or public listed companies, Private TELECOs (as per note below).

Note-1 : 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, the completed work shall be considered for fulfilment of credentials.

Note-2: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note-3: 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 Telecommunications company (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 (NSE) or Bombay Stock Exchange (BSE), 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).

14. Financial Eligibility Criteria:

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.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

The bidder should not have been blacklisted by any agency /purchaser during the past 5 years.

15. Warranty:

The material is to be warranted for 36 months from the 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.

16. SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller upto max. of 100% of Unit Price of the product. Seller 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.

17. 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.

18. Payment Terms:

- (i) 100% payment on full supply.
- (ii) 80% payment against part supply of the ordered quantity. Balance payment shall be made after full supply.

The following documents are to be submitted for payment:

- i. Original Tax Invoice

- ii. Delivery Challan
- iii. E-way Bill
- iv. Original Consignee's receipt for receipt of goods in good condition
- v. Original Inspection Certificate
- vi. Warranty certificate from OEM
- vii. Proof of PG/SD submission
- viii. Proof of insurance certificate, if material supplied through transporter

Bill passing Authority : Sr. Dy. General Manager/O&M/ER

Bill paying Authority : Sr. Dy. General Manager/Finance/ER

19. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form No. 4. 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.

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

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

20. Marking of Material Supplied:

The tenderer may indicate the RailTel, Manufacture's Name, Month and Year of manufacturing, Serial numbers by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

21. 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 is and the bid will be opening is indicated in the GeM Bid

- (i) Offer letter as per Form No.1
- (ii) EMD submission details/ Documentary proof of exemption from submission of EMD along with Bid Security Declaration as per Form No.3.
- (iii) BoQ of the offered materials
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (v) Data Sheet of offered item/equipment.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per ATC documents.

- (viii) Certificate from the end user against Eligibility Criteria for OEM para 12
- (ix) Proof of document required against Eligibility criteria of OEM and bidder vide para 12 & 13 respectively.
- (x) MAF/OEM Authorization as per Form No.2
- (xi) Notarized affidavit on a non-judicial stamp paper as per Form No.4.
- (xii) Undertaking to Land Border (Form No.6)
- (xiii) Power of Attorney (Form No.7)

Note:

- 1) The bidder is required to give acceptance of all the clauses mentioned in the “Information to the Bidders” document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No. GEM/2024/B/5439751.
- 4) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel’s Bid Specific Additional Terms & Conditions, RailTel’s Bid Specific Additional Terms & Conditions will prevail.
- 5) 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.

22 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.

23 Constitution of Firm and Power of Attorney

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
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 Shri Piklu Biswas Asstt.GM (Mobile No. : 9007044119)

RailTel Contact-II :1. Shri Sanjay Kumar Dy. GM/O&M/NOC (Mobile No. 9007044162)

26.1 Public Procurement (Preference to make in India) :

Public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products is applicable to this tender.

26.2 Purchase preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

26.3 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.6 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.

27 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.

Annexure-I

Sr. No.	Technical Specification of Switch	
1	Fixed ports	16*1G SFP ports, 8*1G Combo (SFP/RJ45) ports, 4*10G SFP+ ports
2	Management port	1*Console
3	Switching capacity	128Gbps
4	Packet forwarding rate	95Mpps
5	MAC address table	16K
6	Buffer	Minimum 2M bit or above
7	Forwarding mode	Store and forward
8	Flash (MB)	256
9	DRAM (MB)	256
10	Jumbo frame	9K or higher
11	Chassis Dimension	Standard
12	Power Supply: AC: 100V-240V & DC: -36V--75V	Yes
13	Power Redundancy	Yes
14	Power Consumption	≤40W
15	Power surge protection	IEC 61000-4-5
16	Ethernet ports surge protection	6KV, IEC 61000-4-5
17	Working Temperature & Humidity	Operating temperature and humidity: 0°C~50°C, 5%-95% non-condensing
18	Storage Temperature & Humidity	Storage temperature & humidity:-20°C~70°C, 5%-95% non-condensing
19	Port aggregation	Static and dynamic aggregation
19	Port features	IEEE802.3x flow control, Port traffic statistics, port isolation
		Network storm suppression based on port bandwidth percentage
20	VLAN	Access, trunk and hybrid mode,4K VLANs
21	VLAN Classification	Mac Based VLAN
		IP Based VLAN
		Protocol Based VLAN
22	QinQ	Basic QinQ (Port-based QinQ)
		Flexible Q in Q(VLAN-based QinQ)
		QinQ(Flow-based QinQ)
23	Port mirroring	Many to one (Port Mirroring)
24	Layer 2 ring network protocol	STP,RSTP,MSTP, Spanning-tree root guard, Port Fast and BPDU Guard
		G.8032 ERPS protocol,single ring, sub ring and other ring
25	DHCP	DHCP Client
		DHCP Server
		DHCP Snooping
26	ARP	ARP table aging
27	Static routing	IPv4/IPv6 Static routing

28	IPV6	IPv6 Management
		ICMPv6
		IPv6 Telnet
		IPv6 neighbor discovery
29	Multicast	IGMP V1,V2,V3
		IGMP snooping
		IGMP Fast Leave
		IGMP Snooping Queried
30	ACL	IP Standard ACL
		MAC extend ACL
		IP extend ACL
31	QoS	QoS Class, Remarking
		Support SP, WRR queue scheduling
		Ingress Port-based Rate-limit
		Egress Port-based Rate-limit
		Policy-based QoS
		CoS based on, Switch port , 802.1p priority , VLAN ID and MAC address
32	Security	Dot1x, port authentication, MAC authentication, RADIUS, Tacacs+
		Port-security
		IP source guard, IP/Port/MAC binding
		Arp-check and ARP packet filtering for illegal users
		Port isolation
33	Management and maintenance	LLDP
		User management and login authentication
		SNMPV1/V2C/V3
		Web management, HTTP,HTTPS
		Syslog
		RMON (Remote Monitoring) alarm, event and history record
		NTP
		Temperature monitoring
		Ping, Traceroute
		TFTP
		Telnet
		SSH
		SSL
FTP		
34	Switch should be approved from the National security council secretariat/Trusted telecom portal as a trusted Product and OEM as a trusted source	
35	The Tenderer/bidder should be authorized representative of OEM specifically authorized by OEM for bidding in this tender. MAF from OEM to be submitted.	
36	OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.	
37	OEM should have qualified Make in India.	

38	Equipment offered shall have complete data sheets and detailed description on OEM web sites.
39	OEM should have experience of minimum 05 years about networking products in India.
40	OEM should have their own repair/replacement/RMA & support centre in India.
41	The OEM/Product should be ISO 9001:2015 certified.
42	The OEM/Product should be ISO 14001:2015 certified.
43	The OEM/Product should be ISO 27001:2018 certified.
44	The OEM/Product should be ISO 45001:2018 certified.
45	The OEM/Product should be RoHS certified.
46	The OEM/Product should be FCC part 15 Class A certified.
47	The OEM/Product should be CE certified.
48	The OEM/Product should be EN50155 ,EN50121, EN55022, EN55024, EN60950 certified.
49	The OEM/Product should be IEC 60950 certified.
50	Must incorporate with latest IOS including advanced OID {i.e. Interface Status, Interfaces Index (Must be same for the same model)}

OFFER LETTER

Form No-1

**Principal Executive Director, Eastern Region,
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091.**

Ref: GeM Bid No.: GEM/2024/B/5439751 Dated 27.09.2024

1. 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. ____ for Rs. _____ drawn on _____ Bank, payable at Kolkata /online payment vide transaction details _____ 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.

Form No. 2

Format of Manufacturer Authorisation form (MAF)

**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 City,
Kolkata – 700 091.**

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

Ref: GeM Bid No. GEM/2024/B/5439751 dated: 27.09.2024

Dear Sir,

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

We hereby authorise M/s (bidder name), Office to participate in the above referred bid and subsequently upon award of the bid to execute the “.....,” our range of products against your above said bid.

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

Thanking you,

Best regards,

Authorised Signatory

Form No.3

FORMAT BID SECURITY DECLARATION

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

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

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

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

Form No.4

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

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of RailTel Corporation of India Ltd., 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 RailTel's website www.railtelindia.com or GeM Portal www. gem.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderer's, 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 along with the offer and same shall be binding upon me/us.**
- (vi) **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.**
- (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 Corporation of India Limited. 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, along with forfeiture of EMD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel Corporation of India Limited.

**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.

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(To be in accordance with Stamp act)

[To be used by approved scheduled commercial bank, (either Private or PSU) but not from any cooperative Bank or NBFC]

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Water Front 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 Purchase Order/LOA 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 ,.....(name of the 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) / Bidder(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) / Bidder(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.

- 6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
- 7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.
- 8. We, the.....Bank further agree that this guarantee shall be ivokable at our place of business at /Kolkata (indicate detailed address of local Kolkata branch with Code No.). The branch at Kolkata being advised accordingly.
- 9. Notwithstanding anything contained herein,
 - 1. Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)
 - 2. This Bank Guarantee shall be valid up toand
 - 3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before (date of expiry of guarantee).

Dated the day of 2024

for
(indicate the name of the Bank)

Witness

- 1. SignatureName
- 2. Signature Name

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.]”

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 _____ 2024

(Signature and Name of authorized signatory)

***** (END OF TENDER DOCUMENT) *****