

Bid Document

Bid Details	
Bid End Date/Time	27-01-2022 15:00:00
Bid Opening Date/Time	27-01-2022 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Railways
Department Name	Na
Organisation Name	N/a
Office Name	Southern Region
Total Quantity	3
Item Category	Supply- Smart Data Centre Make: Vertiv Model , Installation- Smart Data Centre Make: Vertiv Model , SITC-DG Set: Cummins C125D5P
BOQ Title	SITC of smart Data Center
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	SITC-DG Set: Cummins C125D5P
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	9757488
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	195150

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. 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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Asst GM/Impl Co-ord/SR
Southern Region, NA, N/A, Ministry of Railways
(Ravi Kumar)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Supply- Smart Data Centre Make: Vertiv Model (1)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Kumar	500071,2nd Floor, B-Block, RailNilayam, Secunderabad-500071, Telangana.	1	120

Installation-Smart Data Centre Make: Vertiv Model (1)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Kumar	500071,2nd Floor, B-Block, RailNilayam, Secunderabad-500071, Telangana.	1	120

SITC-DG Set: Cummins C125D5P (1)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Ravi Kumar	500071,2nd Floor, B-Block, RailNilayam, Secunderabad-500071, Telangana.	1	120

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

4. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

5. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): Nominated Officer from RailTel
Post Receipt Inspection at consignee site before acceptance of stores: Consignee

6. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 327301010373007 IFSC Code UBIN0805050 Bank Name Union Bank of India Branch address RP Road Branch Bunglow No 109, New No 1-7-252 to 254 Oxford Street, SD Road, Secunderabad-500003.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of RailTel Corporation of India Limited payable at Secunderabad.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

9. Purchase Preference (Centre)

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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

10. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address NFC Rawatbhata Kota Rajasthan Rajasthan-323305.

11. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

12. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

13. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

14. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

15. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with 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. 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).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

16. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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Information and Additional Terms & Conditions to Bidder for the "Supply, Installation, Commissioning & Testing of Establishing Smart Data Centre at NFC-Kota, Rajasthan, 323305."

General Requirement of the work.

Name of the work: "Supply, Installation, Commissioning & Testing of Establishing Smart Data Centre at NFC-Kota, Rajasthan, 323305.

Part A: General requirement

- Ø NFC Kota is green field project where cutting edge IT infrastructure is planned. In order to ensure high availability (HA) there will be two Datacenter at Kota site. One Datacenter (DC) will be a Smart Data Centre (SDC) and other will be standard Datacenter and both will act as Main DC and near Disaster Recovery (DR) DC at geographically different location/Buildings.
- Ø There will be two networks with air-gap to support different applications. Both networks will be based on three layer architecture as per drawing 1.0 where core network will be split equally among both DC to ensure HA to IT end points (PC Systems, Thin-clients, VoIP Phones, Digital Signage Systems etc.).
- Ø Initially it is proposed to establish a Smart Data Centre (SDC) to meet the requirements of providing proper environment for mounting of Server Systems & Core Network Equipment critical for various operations of IT. This SDC will act as near DR DC later.
- Ø The SDC shall be factory integrated, standalone and intelligent solution. It shall comprise of Racks, Electrical Distribution with factory supplied UPS, DG Set (with AMF & Cables, In-row Precision Air-conditioner (PAC), Local & Remote Monitoring solution, Biometric Access Control with CCTV for Security, Novec 1230 Fire Suppression system for critical IT components inside the rack, electrical system from upstream to end point.
- Ø The new Infrastructure shall be designed in a way that, it offers high reliability, scalability and ease of maintenance to provide enterprise class performance.

Part B: Design of SDC

- Modular, scalable and "N+N" redundant design for power and cooling. The components used to design the system, should have redundancy and in the event of failure the failed component can be replaced easily without any need of shutdown. All the components of the infrastructure should be such that it can be easily dismantled and Relocated to different location. The latest/updated standard TIA/942 shall be used for design of SDC.
- Smart Racks shall comprise of following:
 - o Server/Network Rack 42 U racks 600 mm x 1000 mm : 3 Nos
 - o Server/Network Rack 42 U racks 800 mm x 1000 mm : 3 Nos
 - o Utility Rack: 1 Nos
 - o Precision AC Rack: 2 Nos
- Solution should have minimum 230 U space available.
- Precision Air Cooling (PAC) solution should maintain temperature with-in (+/- 1⁰ C) of set point and should be of 35kW capacity.
- IT Loads shall be powered by UPS System of 40KVA.
- Rack PDU shall be with IEC C13 & C19 Sockets, 32A, Single phase.
- Distribution Board (DB) panel should be mounted on a separate utility rack with all internal cabling integrated into the same. Essential MCB's should be provided with electrical system.
- Fire detection and suppression system (NOVEC 1230 Gas as per NFPA guidelines).
- One dedicated DG Set of 125 KVA shall be installed outdoor near to location of Data Centre with Static Transfer Switch (STS) to transfer power to it in case of mains failure. The DG shall start with-in 30 seconds of power failure and power IT Loads and all other systems including PACs. The DG shall have diesel tank to provide backup power for 72 hours.
- Smart Racks should include environmental controls i.e. Temperature, Humidity, Water Leak, Smoke, Door Sensors. These shall be integrated monitoring of DC.
- The DG set should also have monitoring includes diesel level in tank and critical

operational parameter while in operation with status of STS and Power Mains.

- The Intelligent integrated infrastructure should provide the key functionalities like :
 - o Both Cold aisle & hot aisle containment should be of 400mm depth each for airflow
 - o Airtight Thermally insulated cabinet,
 - o Caged partition between Racks at Hot and Cold aisle containment.
- Integrated racks should have IP based monitoring facility of all the passive parameters inside racks and capable for sending Email Alerts to minimum of 5 intended persons in case of emergency.
- Integrated racks should have Touch Screen (minimum 9 inches) based Graphical User Interface for Smart Racks local monitoring.
- All cables and components shall have fire security features. Fire Barriers to be installed to prevent propagation of fire.
- The combined UPS shall have batteries to provide run time of 10 min to Full IT Load. The UPS shall trigger automatic shutdown of servers (powered by UPS) with Linux/Windows OS if batteries run time goes below 3 min. Access to servers will be provided to configure this feature.

Part C: Brief Scope of work for Data centre.

- The scope of work in this specification includes Design, fabrication, manufacture and assembly, inspection, shop testing at manufactures works, supply, transportation to site, unloading to site, proper storage, site testing, erection and commissioning of complete system at site, software integration, training and performance testing of the complete Smart Data Centre (SDC).
- Supply of Smart Data Centre solution comprising of Server/Network Racks, Electrical Distribution with factory supplied UPS, DG Set (125KVA), Cables, In-row Precision Cooling (PAC), Biometric Access control, Novec 1230 Fire Suppression system, electrical system from upstream to end point and The firm has to supply all items required for final commissioning of SDC.
- Installation shall be done at Administration Building in a room is identified at ground floor for indoor items. DG set shall be installed outdoor at nearby place.
- Scope of work includes any cabling and related civil works to establish SDC.

However following may be noted

- o Main with SFU (200A, TPN) will be provided near location of SDC (with-in 15 m). The firm has to tap power from that and necessary cabling to be done.
- o Network cabling will be done by different contractor. The firm has to provide only cable path inside SDC for proper dressing.
- The firm will provide as-built documentation including layout & all other associated project operational documentation (such as technical manuals, Original copies of the software etc.; 3 hard copies and soft copy) on approved media.
- System shall be configured by Authorized Engineer of the firm or OEM or their sub- vendor. All equipment and components shall be installed in strict compliance with manufacturers' recommendations and as per the standards in vogue. Also, the firm shall consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- Necessary training for the successful operation & trouble shooting/maintenance of the entire system including software integration/configuration is to be given to NFC's officials as required.
- All the software on external HDD for future use by NFC shall be provided.
- All flexible cables shall be dressed properly with markings.
- All the equipment supplied shall be installed and commissioned at site as per the engineering drawings duly approved by NFC, in accordance with requirement of NFC and as recommended by the major OEM.
- All the installation shall be carried out as per relevant standards or practice in vogue and shall have aesthetic look.
- The firm shall inform weekly progress of the work to the Engineer in Charge/authorized representative from NFC.
- All Devices shall be labelled with its unique system address. Permanent, printed label with red font on yellow background shall be used.

Part D: Brief Scope of work for Both Networks.

- Supply of Datacenter leaf/ToR , Server Farm and Core, Distribution and Access

Ethernet Switches and their configuration to ensure high reliability which needs to be demonstrated & tested at site. Installation of all DC Network devices and Core & Server Farm Switches is only covered. Training shall be given to NFC staff to configure and maintain total solution including NMS.

- It may be noted that the Access/Edge network has to integrate with third party NAC solution which is not in the present scope and the firm (SI & OEM) shall provide all support to integrate with the standard NAC solutions planned. Training shall cover various ways to integrate with standard NACs with provision of quarantine VLAN and re-introduction of normal VLAN End Points after remedial measures.
- Supply and install Network Management Solution (For each air-gapped network) to manage all network devices supplied. Required licenses shall be supplied with provision of 100 devices addition in network in future. Required IT hardware (PC or WorkStation) will be provided based on configuration requirement suggested by SI/OEM.
- It may also be noted that Kota campus network will be linked to Hyderabad Campus networked via multiple WAN links which are not part of the scope but provision shall exists to link both. Necessary configuration techniques to be provided during training.
- All Devices shall be labelled with its unique identifier. Permanent, printed label with red font on yellow background shall be used.

Part-E Free Warranty Period for SDC Systems: One Year

Scope of work

SCHEDULE OF QUANTITIES

Item No.	Description of item	Unit	Quantity-
1	Smart Data Centre Make: Vertiv Model: (SR635 RC U40) with DG Set: Cummins C125D5P		
1.1	Supply - Smart Solution System	Set	1
1.2	Installation- Loside work with Delivery at Ground floor Installation with 10 Mtr piping	Set	1
1.3	Supply & Installation- Electrical - Base infrastructure (Raw Power for DC) and DG 125KVA	Set	1
	Total value of Smart Data Center		

Note: The price is inclusive of ESI, EPF and inclusive of GST.

Contractor signature with Seal

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Additional Terms and Conditions:

1. RailTel have participated in the tender floated by NFC vide Tender Notice No.: NFC/NFC-K/IT-Infra/07 dated 24.09.2021.
2. All Equipments should be quoted as per Technical specifications as per NFC Tender document and in Technical spec document.

3 EMD: Rs 195150/-

Exemption of EMD: For MSEM/NSIC registered Firm

For small scale units registered with MSME/NSIC under single point registration Scheme and having MSME certificate and participating in this tender enquiry, following exemptions are available: -

- (i) They are also exempted from depositing Earnest money.

Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid MSME/NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

3. Bidder shall submit the detailed BOM of the equipment's offered duly verified and certified by the respective OEM. The BOM shall be as per tender condition and scope of work.
4. The material shall be supplied with all accessories, Power cords, fitting material required to install and commissioning of equipments.
5. This is Proprietary Article Certificate (PAC) Item. Only OEM M/s **Vertiv** or Authorized Partners of OEM M/s **Vertiv** are eligible to participate in the GEM Bid.
6. Other OEM/ Non Authorized Partners of M/s **Vertiv** need not to participate. The unsolicited bid received from other OEM/Non Authorized Partner's Bid shall not be considered.
7. Any license fee required to be paid for hardware & software during the life cycle of the Cards/Modules shall be included in the rate quoted by the tenderer.

8. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
9. The Tenderer should enclose **Bid Specific** (MAF- Manufacture Authorization Form) along with the bid as per Annexure-I. Bid submitted without MAF shall not be considered.
10. Completion period: **4** months from the date of release of Work Order.
11. All the safety and security precautions and ISO policies of NFC with regard to quality, environmental maintenance, etc. shall be honored while carrying out the work.
12. IT, GST as applicable to the works contracts will be deducted at source and hence the rates quoted for items shall have the provisions for the same.
13. Firm representative may visit the site and may acquaint themselves with the site conditions before quoting.
14. Services like water and power supply, being required minimal, will be provided free of cost. You have to make your own arrangements, without claiming any extra cost to department, to draw the water and power supply from the scheduled available point near work site at NFC, Rajasthan.
15. The quoted value shall be inclusive of onsite warranty support, ESI, EPF, GST and any other mandatory duties and levies of the Government. Documentary evidence for this shall be provided along with the bills. No advance money will be given.
 - a. Firm shall provide the compliance statement for each item specification indicating adherence to it. Firm shall indicate Make/Model offered and provide technical information and datasheet/brochure and/or any documentary proof for this.
 - b. **Offer shall comply with GoI OMs related to PPP-MII and a declaration in this regard shall be submitted else offer will be rejected.**
 - c. The bidder shall also produce a letter from OEM (Switching OEMs) on their letter head that they will be responsible for proper installation and satisfactory support during warranty period in case order is placed on the firm. OEM shall provide self certificate if bidding is being done by OEM.
16. **Safety Requirement of Contract:** Bidder shall agree to do works as per guidance of Safety Engineer Department of NFC. Tentative Guidelines are given below for reference.
 - a) Submission of Lab Reports & Medical Fitness Certificate from at least MBBS Doctor for each Onsite Staff before providing access to premises.
 - b) Submit all tools, ladders and accessories for inspection by safety Engineer, NFC immediately after bringing at site.
 - c) Safety compliance:
 - All contract workers should always wear PPE's suitable for the hazard.
 - Attend Safety Training Provided by NFC.
 - Should restrict themselves to concerned area only.
 - Follow work - specific do's and don'ts given by EIC.
17. **Performance Bank Guarantee:** The tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order @ 5% of the value of the LOA/PO for the satisfactory performance of materials covered in SOR valid for a period of 42 months from the date of issue of LOA. The Performa for PBG is given in Annexure-II. If the delivery period gets extended, the

PBG should also be extended appropriately.

20.1 The value of PBG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PBG amount in excess of required PBG for decreased contract value, available with RailTel, shall be returned to Contractor as per his request duly safeguarding the interest of railways.

20.2 The procedure for obtaining Performance Guarantee is outlined below: -

Extension of time for submission of PBG beyond 31 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15% per annum of the amount of BG shall be charged for the period of delay beyond 21 days i.e., 31st day after date of issue of LOA. In case the successful bidder is not able to submit PBG, the successful bidder will have options to submit this amount in the form of Demand Draft. In case the successful bidder fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly en-cashing PBG submitted for empanelment and other dues, if any payable against that contract and further action shall be taken as per conditions of empanelment with RailTel.

Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

Note: if BG submitted, a separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The bank details of RailTel, Secunderabad is enclosed at Chapter IV Forms.

The Performance Bank guarantee will bear no interest.

18. Security Deposit:

The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract.

The amount towards SD shall be recovered from the contractor's "on account" bills as under:

- The Security Deposit @ 5% of work order value will be recovered from the Running account bills as well as final bill of the contract till full SD is covered and will be released after three months from the date of completion of the work or after payment of Final Bill whichever is later.
- No interest will be payable upon the Security Deposit

19. Option Clause: The Purchaser reserves the right to increase or decrease by up to 25% (i.e., 75% to 125% quantity) of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract.

The prices for variation quantity above 125% of the original quantity shall be as follows:

Variation of quantity from 125% to 140% will be 2% rebate on unit price and above 140% to 150% shall be with 4% rebate on unit price.

20. Settlement of Disputes/ Arbitration:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.

All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

21. Force Majeure Clause

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

22. Payment Terms:

1. RailTel shall issue ERP Purchase Order as per Consignee of the Material.
2. The Payment Terms shall be back to back with RailTel customer M/s NFC. However the payment shall be made to the bidder within 7 days after receipt of the payment from M/s NFC. The payment clause of the M/s NFC is given below;
 - i) Supply of items: 90% of the Supply value after supplying the materials to the site & acceptance and balance 10% after successful completion of work.
 - ii) Installation of items: 100% of the value of the installation work after satisfactory completion of work and acceptance of the system.
3. LD, if applicable, shall be applicable back to back

The bidder shall submit following documents for payment

-

- i. Invoice in original
- ii. Delivery Challan
- iii. Inspection Certificate.
- iv. Warranty Certificate of OEM
- v. Copy of PBG
- vi. Insurance Certificate
- vii. Acceptance Certificate by M/s NFC

RailTel shall issue ERP Purchase Order to successful bidder. The Bidder shall raise the Tax Invoice as per ERP Purchase Order. The Bidder shall comply with all the GST/Other Tax rules applicable.

23. Consignee: The Consignee Locations is at **NFC-Kota, Rajasthan, 323305. The complete details shall be shared with successful bidder.**

24. Bidder/OEM/Both shall submit specific compliance to GeM GTC Clause 26.

Annexure-I

To

Dated:

Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor,
Begumpet Airport Road, Opp. Shoppers Stop,
BEGUMPET, HYDERABAD- 500 016, Telangana

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

Ref: GeM Bid No.

Dear Sir,

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

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

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

Thanking you,

Best regards,

Authorized Signatory

Annexure-II

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: **1-10-39 to**

44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad-500016 (Herein after called RailTel)

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as " the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at (indicate detail address of local 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) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

Dated the day of 2022
for
.....
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample,

incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---