

TENDER DOCUMENT

For

Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years.



RAILTEL CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

EASTERN REGION

3rd Floor, Chatterjee International Centre,

33A Jawaharlal Nehru Road,

Kolkata – 700 071.

Phone (033)44041499 FAX : (033)44041490

Cost of Tender Document: Rs. 5250 (Rupees Five thousand two hundred Fifty only)

COPY NO. _____ :: ISSUED TO _____

RAILTEL CORPORATION OF INDIA LIMITED

3rd Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road, Kolkata – 700 071
Phone (033)44041499 FAX: (033)44041490

Tender No.: RailTel/Tender/LT/ER/HQ/2016-17/954

Dt. 11.08.2016

RailTel Corporation of India Limited, Eastern Region, Kolkata invites sealed Tenders for the work of “Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years.”

Tender documents containing Schedule of Requirements, Instructions to Tenderers, Tender conditions and Technical Specifications are enclosed.

a)	Estimated cost of the work	Rs. 67,01,199 /-
b)	Earnest Money Deposit	Rs. 1,34,100/-
c)	Cost of tender Document	Rs.5,250/-
d)	Receipt of Tender document	Up to 15:00 hrs on 24.08.2016
e)	Opening of Tender Document	at 15:30 hrs on 24.08.2016
f)	Validity of offer	60 days.

The offer shall be submitted at RailTel Corporation of India Ltd., Eastern Regional Office at 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700071 by due date.

All pages of the original tender document duly signed by tenderer should be submitted along with the offer. **Tender received without EMD & Cost of Tender Document will be rejected.** The envelope containing offer shall be super-scribed as “Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years.”

Tender document is not transferable. For any clarification you may contact this office.

Thanking you,

For RailTel Corporation of India Ltd.

(Ganesh Chakravorty)
Dy. General Manager / Marketing/East
for RailTel Corporation of India Ltd.

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Chapter – 1

OFFER LETTER (Part A)

To
 RailTel Corporation of India Limited,
 Eastern Region, 3rd & 16th Floor,
 Chatterjee International Centre,
 33A Jawaharlal Nehru Road,
 Kolkata – 700 071.

I/We _____ have read the various conditions Detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date of opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We submit our offer for “Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years.” at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the materials within 30 days from the date of issue of Work Order/ Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of tender document and to carry out the supplies according to the Specifications for materials laid down by the RailTel for the present tender document.

2. A sum of **Rs. 1,34,100 /-** (**Rupees One Lakh Thirty-Four Thousand One hundred only**) as a Account Payee Demand Draft in favour of RailTel Corporation India Ltd. no. _____ dated _____ Issued by _____ is herewith forwarded as “Earnest Money”. 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 Performance Bank Guarantee as a security deposit within 15 days of issue of the LOA.

3. A sum of **Rs. 5250/-** (**Rupees Five Thousand two hundred fifty only**) as Cost of Tender Document through A/C payee DD in favor “RailTel Corporation of India Ltd: DD No- dt ...

SIGNATURE OF TENDERER (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

Chapter – 2.

Schedule of Requirement (SOR) and PRICE BID

Name of the work: “Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years.”

Schedule of Requirement – (Supply, Installation & Commissioning)

Sl No	Item	Description	Qty	Unit	Unit Cost	Total amount
1	UPS (1 KVA)	<i>Supply , Installation & Commissioning at site ;1 KVA Online UPS system with single Phase Input and Single Phase Output with 5 years warranty (Detailed Specification in Annexure A)</i>	61	Nos	30590	18,65,990
1.a	Battery	<i>Battery Bank of 3 nos - 65AH Batteries with 2 hrs backup and 5 years warranty, with Rack and interlink cable.</i>	61	Nos	24785	15,11,885
2	Telecom Earthing	<i>Supply, installation, commissioning of maintenance Free earthing.(Detailed Specification in Annexure C)</i>	60	Nos	16459	9,87,540
3	LAN Cabling	<i>LAN Cabeling at BCCL site, as per site requirement with supply & installation of UTP CAT5 Cable, I/O Box, RJ45, Patch Panel, Patch Cord with Laying of CAT5 Cable in casing Capping including supply of Casing Capping. Typically 5 I/O box per site but not limited.</i>	55	Nos	13291	7,31,005
4	9 U Rack	<i>Supply , Installation & Commissioning of 9U Rack with following specification : 1. Height: 520 mm, 2. Width: 500 mm, 3. Depth: 500 mm, 4. Single AC Power strip with 5 Amp., 5Nos. Plug sockets with fuse & AC ON indicator, 6. Front Glass Door & 1 No. 230 Volt Cooling fan, 7. Facility for top & bottom cable entry and extension of 230V AC UPS power to Rack with AC wiring from UPS power supply to Rack power strip with (2 x 2.5 sqmm copper wire and 1 x 1 sqmm) copper wire with all installation work.</i>	55	Nos	4612	2,53,660
5	Electrical wiring and fittings etc.	<i>Extention of electrical Power/230 V, AC, masonry works, electrical fittings, etc as per specific site requirement at BCCL sites.</i>				-
		<i>a) Extention of Electrical Power using 3 core cable properly dressed through conduit pipe, from UPS to the Equipment Rack on a AC distribution box properly fixed & firmly mounted with 3 nos of 15/5 Amp socket, indicator & fuse (as per site condition).</i>	55	Nos	1462	80,413

		<i>b) Electrical fitting like 2 nos CFL tubes of 25 watt of standard make, fixing switch board with 3 (15/5 Amp) socket & 5 electrical switches and fuse and A/C indicator (if required)</i>	55	Nos	1462	80,413
6	Power Cable	Power Cabling at site with supply of all the materials. Extension of AC mains power from existing Mains source at PoPs to UPS point through dual pole MCB (32Amps) using conduit pipe & 3-core standard AC power cable including all supply & civil work	55	Nos	5923	3,25,765
7	Media Convertor	Supply & Installation of OFC Media Converter - AC Power Supply	10	Pair	4465	44,650
8	Laptop	<i>Supply with 5 yrs onsite support of Laptop: Processor: Core i5(4th gen) 1.7 GHz - 2.7 GHz with 3 MB cache, RAM 4GB DDR3(upto 8 GB expandable) 1600 MHz, HD: 500GB SATA with optical disk drive, OS: windows 8.1 64 bit, screen: 14 inch (1366 X 768 pixels) HD . Graphics: 2GB DDR3. Power 65W ac adapter with 4 cell.</i>	2	Nos	47308	94,616
9	Desktop	<i>Supply with 5 yrs onsite support of Desk Top: with processor- 4th Generation intel core i-3 processor(3M cache, 2.9 Ghz), OS- Windows 8.1 (64bit), Monitor- 19.5 inch LED backlit display with anti glare and HD+ resolution (1600 x 900) -ICC, RAM - 4GB Single Channel DDR3l 1600MHZ, HD- 1TB SATA, Video card - inten HD.</i>	1	Nos	36998	36,998
10	Installation of Datcom Equipment's & NMS	<i>Installation, Configuration, Commissioning and Integration of all DataComm equipment at sites.</i>	55	Nos	12514	6,88,270
Total Amount without tax						67,01,199/-

Signature and Seal of the Tenderer

****Note : List of sites/locations are in Annexure 'C'**

Chapter – 3

PREAMBLE

1. **Scope of work:** “Supply, Installation & Commissioning of 1 KVA online UPS system, ,9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years”
2. Last Date of receipt of Tenders: Sealed tenders for the above Tender Notice will be submitted in the Tender Drop Box, Kept at RailTel Corporation of India Limited, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 up to 15.00 hrs. IST on 24.08.2016 and will be opened at 1530 hrs. on same day. If the above said day happens to be a holiday, the same shall be done on the next working day.
3. The Tenderer should submit: Copy of PAN Card, Service Tax certificate, and all relevant tax registration of respective states where work is to be carried on.
4. Period of completion of the Contract:
 - The contract shall be valid for period of 48 months from the date of issue of PAC.
5. Earnest money and cost of Tender document shall be deposited in favour of : RailTel Corporation of India Ltd., payable at Kolkata, in the form of Demand Draft/PO drawn on any Nationalized/ Scheduled Bank. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit EMD if the successful tenderer fails to submit the Performance Guarantee required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money and Cost of tender document will be rejected. No Bank guarantee for EMD is accepted.
6. The quoted rates in the schedule should be inclusive of all materials required to be provided for the work to be undertaken by the contractor as described in the tender document and the schedule of requirement attached. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective and any special protection materials needed are to be supplied by the contractor. Tenderer's special attention is invited to the fact that no material shall be arranged/ supplied by RailTel to achieve end objective.
7. The prices quoted by the Contractor are excluding taxes as indicated in Bid data sheet. **Bidder should also provide separate Breakup of Cost /Rate against each item of work in the SOR i.e. Supply, Installation and Commissioning with its Tax Component (Chapter 5; Clause-18)**
8. The tenderer shall keep the offer open for a minimum period of Sixty days from the date of opening of the tender.
9. **The work has to be executed in close co-ordination with RailTel field executive in-charge of the work. Before quoting, the tenderers are advised to ascertain the nature of work involved, including site inspection.**

10. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution.
11. The tenderer shall not increase the quoted rates in case RailTel Corporation negotiates for reduction in rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer and revised rates on negotiation.
12. If the tenderer deliberately gives wrong information in his tender or creates such circumstances for the acceptance of his tender the RailTel Corporation reserves the right to reject such tender at any state.

SPECIAL CONDITIONS OF THE CONTRACT

- i. The bidder shall have to supply all the materials strictly as per the configuration as given in SOR.
- ii. **Bidder should provide Manufacturer Authorization's Form on OEM's Letter Head.**
- iii. The successful bidder shall have to provide on-site warranty support of one year from the date of successful commissioning and farther AMC for 3(Three) years after the expiry of warranty. The uptime required for all the equipment to be supplied and installed under the scope of this work shall be 100%.
- iv. If any active element is required to be taken out from the site, for repair/maintenance, a suitable replacement of same or higher configuration is required before such activity.
- v. The bidder should give a separate written undertaking to ensure all spares required for maintaining the system, supplied and installed by them for at least 4(Four) years or more from the date of successful commissioning.
- vi. The successful bidder should engage qualified technicians/engineers for this project and use proper tools for execution of the works.
- vii. The bidder shall be responsible for installation and commissioning of full flagged NMS required for such application and suitable for management of all the active nodes in the network.
- viii. During the warranty period of 1 years & comprehensive AMC period of 3 years (Total 4 years) the bidder shall be responsible for smooth working of all the equipment supplied and installed under this project.
- ix. A 24X7 central helpdesk for logging of customer complains/failures with trouble ticketing features is to be setup by the bidder, at its own cost and at its own premises. Customer complained logging and re-dressal should be recorded against every complain received either over telephone, SMS or Email and action taken thereof to be maintained in a log book which will be verified from time to time.
- x. The committed Up-Time for all active elements supplied and installed should be 100%. However this will not include failures due to Power Supply and/or WAN Link failure.
- xi. The infrastructure of proposed sites shall be verified/inspect before finalization.
- xii. Maintenance and renovation (Civil, Electrical, Mechanical, Plumbing including consumables etc) of site offices shall be undertaken by the bidder. No additional charges shall be paid for the same.

Chapter – 4

TECHNICAL SPECIFICATION

Introduction: Detailed Technical Specification are provided in Annexure

- i. Annexure A: Detailed Technical Specification of 1 KVA Online UPS.
- ii. Annexure B: Detailed technical Specification of maintenance free earthing.

CHAPTER – 5

Commercial Terms & Conditions

1. Instruction for installation:

Tenderer shall Supply, Install & commission all the materials with proper configuration as detailed in the Tender document. All materials are required to be approved by RailTel's Engineer at site and no extra payment shall be made on this account.

2. Offer letter and Validity of offer:

2.1 The bidder shall complete the Offer Letter (Chapter 1) and the Schedule of Requirements (Chapter 2) furnished in the bid documents, indicating make and model no. of the product to be supplied, description of the product, associated technical literature, quantity etc.

2.2 The offer should remain valid for a period of **60 days** from the date of opening.

3 Warranty :

3.1 The material is to be warranted for **12 months from date of commissioning and accepted by RailTel**. The bidder shall warrant that stores to be supplied shall be new and free from any defects/faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials and shall be in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate 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.

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

to be made functional within **next working day** of receipt of complaint in writing or verbally as communicated in case of urgency. In case of major breakdown of the unit, the tenderer shall install a standby unit for the interim period.

- 3.3 Replacement under warranty clause shall be made by the contractor free of charges at site including freight, insurance and other incidental charges. No extra payment shall be made by the RailTel on this account. Even tax paid on its account such as entry tax would be recovered from the vendor.

4. Completion Period:

The overall Completion Period of the work is 30 days from the date of issue of LOA/WO & include one-year Warranty from the date of issue of PAC & AMC for a period of 3 (Three) Years after expiry of warranty. The material should be supplied, installed, tested & commissioned within the next 30 days from the date of issue of LOA. However, after expiry of warranty of 1(one) years, AMC will continue for 3 (Three) years.

5. Payment Terms:

Payment shall be made as per following criteria

- i. 75% payment would be paid after supply of all the item as per SOR at respective site duly inspected by RailTel Officer.
- ii. 20 % payment will be released after successful Installation, Commissioning of the work at respective site & after the issue of PAC.
- iii. The following document shall be attached along with the bills:
 - a. Invoice
 - b. Delivery challan dully signed by authorized receiving authority of RailTel with Date.
 - c. Inspection certificate
 - d. Warranty certificate of the OEM/Authorized dealer.
 - e. Contractors Certificate of Dispatch
 - f. Undertaking for Fallback Clause
 - g. Excise gate duty pass/Excise payment Challan/Declaration
 - h. Copy of Purchase Order
 - i. Insurance of the materials

FINAL PAYMENT

Final payment of 5% (Five Percent) of the contract value shall be made after issue of PAC.

6. Performance Bank Guarantee:

The supplier is required to submit a Performance Bank Guarantee (PBG) within 15

days of issue of Letter of Acceptance/ Purchase Order for 5% of the value of the work inclusive of Taxes / LOA for satisfactory performance of contract which shall be valid for a period of 3 (three) months beyond the total contract period of 4 years from the date of issue of LOA. The Performa for PBG is given in Chapter 6.

No separate PBG is required in case of variation upto $\pm 25\%$ of WO value.

7. Security Deposit:

The Security Deposit is 5% of the LOA/ Contract value. The EMD submitted will be encashed and adjusted towards security deposit. The balance amount will be deducted @ 10% from the running bills. Security deposit will be released after issue of PAC.

7.1 Retention Money

10% value of every bill will be deducted towards Retention Money and the same will be released on issue of PAC.

8. Unit Price:

This tender consists of a percentage bidding system. The estimated prices of each and every item of the schedule are indicated in the Schedule of Requirements. The tenderer is expected to quote the %age above (+) or below (-) or At par the total estimated price indicated in the schedule. For the purpose of calculating the unit price for releasing payment item-wise, the total %age above/below finalized for the entire schedule will form the basis for calculation of the unit prices where the estimated prices of the individual items of the schedule will be marked up/below the final overall %age accepted.

The percentage above/below finalized for the entire schedule shall be firm and on all-exclusive of all taxes. The prices indicated in the schedule are in Indian Rupees for the units under metric system. Concessional rate of VAT/Sales Tax/Services Tax shall be charged and against this, Form C will be provided to the tenderer. Original Tax Invoice is required for issue of waybill.

9. Liquidated Damages:

The timely completion of the work is the essence of this contract. Liquidated Damages will be applicable at the rate of: half percent per week or part thereof for undelivered portion subject to a maximum of 10% of the cost of work. RailTel will have the right to cancel the order or place order on alternative source.

10. Destination/Locations for Installation:

Location of installation is indicated in Annexure – C

11. Statutory Deduction:

Statutory deductions (viz., STDS, TDS etc.) will be made at source as per the rules prevalent as per the law of land.

12. Criteria for placement of order:

The Purchaser shall consider placement of orders for commercial supplies on the

bidders whose offer has been found technically and commercially acceptable.

13. Variation of Quantities:

RailTel reserves the right during the currency of contract to the signing of the agreement till the successful completion of the project) to **increase** or **decrease** by up to **25% of** the quantity of supply and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

14. Purchaser's Right to accept any Bid and to reject any or all Bids

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

15. Issue of Purchase Order and award of Contract

- A) The issue of a Work Order/ Letter of Acceptance in favour of eligible bidder shall constitute the intention of the Purchaser to enter into the contract with the bidder.
- B) The bidder shall within 15 days of issue of the Purchase Order/ Letter of Acceptance, give his acceptance along with Performance Bank Guarantee as per clause 6 above.

16. Annulment of Award:

Not used

17. Earnest Money Deposit (EMD):

- i. Earnest money of **Rs. 1,34,100/- (Rupees One Lakh Thirty Four Thousand One hundred only)** is to be submitted along with the tender and should be in the form of Demand Draft drawn from any Nationalized/scheduled bank in favour of "RailTel Corporation of India Limited" payable at Kolkata. The Demand Draft should be valid for 2 months from the date of opening of Tender.
- ii. In case Company/Firm is covered by NSIC than valid certificate to be submitted.
- iii. The EMD shall stand forfeited if the bidder withdraws his offer or modifies the terms and conditions of the offer within the validity period, or fails to accept the purchase order or fails to furnish the Performance Bank Guarantee
- iv. Tenders not accompanied by Earnest Money shall be summarily rejected.
- v. Earnest money of the unsuccessful bidder will be returned and no interest will be paid on the EMD.

- vi. The amount of EMD of the successful bidder shall be adjusted towards Security Deposit.

18. BID PRICES, Taxes & Duties:

- A) The bidder shall give quote % bid exclusive of all taxes, however in a separate sheet, the details of tax applicable for the work to be furnished.
- B) The breakup of price of each item of SOR in terms of Basic Unit Price, Excise duty, VAT, Service Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall also be quoted separately.
- C) The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. Any change in statutory duties/taxes, in position/ removal of any duty/ taxes shall be to RailTel's account.
- D) An dummy Invoice to be submitted so that RailTel can incorporate all Taxes to be charged by Vendor in PO.

19. Clause wise Compliance:

Clause wise compliance statement of the Technical Specifications (Chapter-4) and Commercial Terms & Conditions (Chapter-5) shall be enclosed along with the offer. The offer should also contain technical literature/Broachers/Other document against the material to be supplied in support of the relevant clauses.

20. Training:

NA

21. Inspection:

- A) Pre-shipment / pre-dispatch inspection shall be carried out at manufacturers/supplier's premises by RailTel's authorized representative. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests/inspection shall be provided by the manufacturer/supplier free of cost.
- B) Along with inspection call, the supplier/manufacturer shall submit details of test procedures, program, parameters together with permissible values, etc., **Quality Assurance Plan should be submitted with Tender.**
- C) In case material/equipment fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's /supplier's account.

22. Force Majeure:

Force majeure shall mean-

- War, hostilities (whether war be declared or not), act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.
- Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

23. Settlement of Disputes:

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be Kolkata. Arbitrator will be appointed on mutual consent.

24. Governing Laws:

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

25. Termination for Default

- A) a) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier and terminate this contract in whole or in part.
- a. If the supplier fails to deliver any or all of the goods within the Time period(s) specified in the contract.
 - b. If the supplier fails to perform any other obligation(s) under the Contract; and

- c. If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice From the Purchaser.
 - d. Insolvency
 - e. Fall in principle/fall back
- B) In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 24.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, to purchase goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

26. Termination for Insolvency:

The purchaser may at any point of time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if it becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which is accrue thereafter to the Purchaser.

27. Bid submission and Opening date:

- A) The bid should be submitted duly signed and stamped on each page, duly filled offer letter in chapter 1. EMD & cost of tender document should be enclosed with the original bid. The personal seal of the bidder should seal the envelope containing the bid duly marked "Tender for Supply, Installation & Commissioning of 1 KVA online UPS system, 9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years" The envelope shall be addressed to the Purchaser at the following address:

**Executive Director,
RailTel Corporation of India Ltd., Eastern Region,
3rd Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road, Kolkata – 700 071.**

- B) The envelope shall bear name of work, the tender no. and the words "DO NOT OPEN BEFORE" (24.08.2016).
- C) Bid should be delivered to the above address or dropped in the Tender box marked for this tender so as to reach up to 15.00 hours of due date. The bids shall be opened at 15.30 hours on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened.

- 28.** The locations shown in Annexure - C are tentative and the locations will be firmed up during issue of Letter of Acceptance (LOA)/ Work Order.

29. Fallback Clause:

The contract, if and when placed, will be subject to following **fallback clause**: -

- A) The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.
- B) The price charged for the materials supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- C) It is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clauses above, or (b) to terminate the contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.
- D) The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the Contract:

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government/Private Pary under the contract herein and such stores have not been offered/sold by me/us to any person /organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking or any Private Party as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the RailTel, Eastern Region, under the contract.”

30. SUBLETTING AND ASSIGNMENT:

- A) The contractor may sublet a part of the work under this contract and enter into contract with suppliers for supply of materials.

- B) The contractor shall arrange for effective supervision of sub contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor.

31. CLEARANCE OF SITE

At the end of the work at each location the Contractor shall as a part of his contractual obligation leave the area completely neat and clean.

32. PROVISIONAL ACCEPTANCE

- A) Immediately after the completion of the work at all the sites, the contractor shall certify and advise the purchaser in writing that the installation is (i) complete (ii) commissioned and (iii) ready for handing over to customer.
- B) The tests will be conducted jointly by purchaser and contractor as soon as possible after receipt of such advice of completion of the work from the contractor. The test schedule shall be finalized mutually between the contractor and RailTel. Any component/modules/sub-assemblies or equipment failing during the commissioning shall be replaced/repared free of cost by tenderer.
- C) Purchaser's Engineer shall issue a Provisional Acceptance Certificate for successful Supply, installation, Configuration , integration & commissioning at all 55 location covering all materials and services included in the Schedule of Requirements after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate shall be signed by both the parties. The period of maintenance shall commence from the date of issue of last Provisional Acceptance Certificate.

33. PLACING IN SERVICE & MAINTENANCE SUPERVISION

- A) After the work has been completed & placed in service and Provisional Acceptance certificate issued by RailTel, the contractor shall be responsible for proper maintenance supervision of the work for a period of Four years (One-year Warranty after PAC and Three year AMC after expiry of warranty period) from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by RailTel who will guide and supervise the work of maintenance staff. The maintenance engineer of the tenderer will visit all the sites at least once in a quarter.
- B) During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor free of cost will rectify the same. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of

installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and period of maintenance supervision.

34. FINAL ACCEPTANCE

- A) The final acceptance of the works completed shall take effect from the date of expiry of the warranty period for which **Provisional Acceptance Certificates** are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract.
- B) Notwithstanding the issue of **Final Acceptance Certificate**, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

35. INSURANCE:

- 35.1 It shall be the sole responsibility of the Contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of RAILTEL/its Client in the Project Area which are in force from time to time will be followed by the Contractor.
- 35.2 If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the Contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 35.3 The Contractor will take necessary precautions and due to protect the material, while in his custody from any damage/loss till the same is taken over by RAILTEL or customer. For lodging/processing of insurance claim the Contractor will submit necessary documents. RAILTEL will reserve the right to recover the loss from the Contractor, in case the damage/loss is due to carelessness/negligence on the part of the Contractor. In case of any theft of material under Contractor's custody, matter shall be reported to police by the Contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to RAILTEL for taking up with insurance.

CHAPTER - 6

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs one hundred) (To be used by approved Nationalized/Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi – 110053 & Corporate Office at Plot No. 143, Institutional Area, Sector – 44, Gurgaon, Haryana - 122003 with Eastern Regional office at 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071 (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.

We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

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). (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:

Place:

for

(Indicate the name of the Bank) Witness

1. Signature

Name

2. Signature

Name

CHAPTER – 7**BID DATA SHEET**

Reference	Description
Schedule of Requirement Chapter – 2.	Name of the work: “Supply, Installation & Commissioning of 1 KVA online UPS system, ,9U Racks, Telecom Earthing, Desktop, Laptop, LAN cabling & Electrical wiring for Bharat Cooking Coal Ltd at 55 (Fifty-Five) locations under BCCL Command Area including comprehensive maintenance for a period of 4 (Four) Years”
Tender Notice	Submission of Tender : up to 15:00 hrs. on 24.08.2016 Opening of Tender : at 15:30 hrs. on 24.08.2016 Venue : RailTel Corporation of India Ltd., 3 rd Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata – 700 071. Phone : 033-44041499; FAX : 033-44041490
Tender Notice, Clause – 2 ;Commercial Terms & Conditions Chapter - 5	Validity of offer 60 (Sixty) days from the date of opening of tender
Commercial Terms & Conditions Clause 3, Chapter – 5	Warranty As per Clause of the Tender Document
Commercial Terms & Conditions Clause 4, Chapter – 5	Completion Period Material shall be supplied & installed within 30 (Thirty days) days from the date of issue of Work order/ LOA.
Commercial Terms & Conditions Clause 6 , Chapter – 5	Performance Bank Guarantee As per Clause no. 6. Chapter 5 of Tender Document
Commercial Terms & Conditions Clause 7 , Chapter – 5	Security Deposit : As per Clause no. 7 Chapter 5 of Tender Document
Commercial Terms & Conditions Clause 17, Chapter – 5	Earnest Money: Rs 1, 34,100/- Pay Order / Demand Draft shall be drawn in favour of RailTel Corporation of India Ltd., payable at Kolkata.
Commercial Terms & Conditions Clause 27, Chapter – 5	Authority and Address Executive Director/ Eastern Region, 3 rd & 16 th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.
Inspection Clause 21, Chapter – 5	Inspection of materials and the work shall be done by the authorized representative of Executive Director/Eastern Region, RailTel Corporation of India Ltd, 3 rd & 16 th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata – 700 071.

Annexure 'A'

Technical Specification for 1kVA On Line UPS System			
Parameter	Tender Requirements	Complied Yes / No	Remarks
UPS Rating	1kVA / 800 W		
UPS Type	True Online Double Conversion UPS system with IGBT based rectifier.		
Input Voltage	UPS having Single phase input with the Voltage Range 110V to 280VAC based on load.		
Input Power Factor	≥ 0.99 for 100% load.		
Input Frequency	40Hz to 70Hz		
Output Voltage	200/208/220/230/240 V Single Phase with $\pm 1\%$		
Output Frequency	50 Hz or 60Hz ± 0.1 Hz		
Output vTHD	$\leq 3\%$ for Linear Load		
LCD Display	UPS Should be LCD Status Display		
Efficiency	88% AC Mode		
Crest Factor	3:1		
Waveform	Pure Sine Wave		
Over Voltage Cut off Device	Should be inbuilt into the UPS System		
Battery Block	3 nos SMF battery		
Battery Bank	Battery bank will be suitable for around 120mins battery backup require minimum 2340 VAH. Battery type will be SMF VRLA only. Battery Make Exide / Rocket / Quanta.		
Alarm	Battery Mode, Low Battery, Overload, Fault.		
Environment	Humidity 20-90% RH @ 0-40°C (Non Condensing) . Noise level : $< 50\text{dB}$ @ 1mtrs.		
Special Protection	1.5kVA Isolation Transformer 1P and 10 kA Surge Protective Device with response time of < 0.5 nano seconds UL listed will have to provided at the Input of the UPS system		
Intelligent Monitoring Slot	UPS should have incorporate with Smart RS-232 / USB along with option for SNMP module.		

Certificates Required.	i. UPS Manufacturer's ISO 9001:2008 certificate		
	ii. UPS Manufacturer's ISO 14001 certificate		
	Bidder should have Tender Specific authorization for this tender.		
	OEM should have presence in India atleast 15years in their business operation for this related field.		
	OEM should have Toll free no for TAC support.		
	OEM should have 100Cr. Company and must submit their last 3 years Balance Sheet and P/L account.		

Annexure 'B'**Technical specification of Earthing**

- Supply, installation, commissioning of maintenance free earthing.
- Provision of brick masonry chamber with internal Clearance (300x300mm) over the pit with C.I Cover heavy duty hinged to CI frame.
- Provision of at least 2 output connection from the electrode either by provision of additional copper plate with nuts & bolts of suitable dimension over the electrode.
- Measuring of pit resistance through Earth tester & submission of jointly taken test reports.
- Supply installation & commissioning of earth pit electrodes (maintenance free earthing) with corrosion resistant earth rod(17mm dia (3/4 inch) & 10 feet long copper bonded steel rods specially designed earthing made of Nickel Steel alloy) including necessary accessories complete.
- Supply laying termination at both ends with single core min. 16mm² copper conductor cables from earth pit electrode to SEB neutral supply at main electrical panel/Neutral of DG set/RO earthing grid as applicable.
- Supply of earth enhancing Back fill Compound copper strips 25mmx6mm, GI strip, Fitting Clamps, Copper Cable. (16 Sq mm)
- All materials required for the work has to be supplied by the contractor.
- The ground enhancement material shall be electrically conductive and nonsoluble and it is used to achieve low ground resistance. It shall improve conductivity in the electrode – ground contact area & should improve earth's absorbing power and humidity retention capacity. It shall be non-corrosive in nature having low water solubility It shall be thermally stable between 0 degree + 60 degree Celsius shall be achieved .Shall be used in any kind of electrode and all kinds of grounds different sensitivity though the simple spill of the proper solution to the ground which surrounds the electrode. The desired result is lesser than or equal to 1 ohm. The measurement of the earth will be taken before and after monsoon and the minimum guarantee shall be not less than 24months for any failure, bad workmanship, improper material etc. This should be attended free of cost. Special earth treatment shall have to be provided in case Earth resistance goes above the specified maximum limit of one ohm.

ANNEXXURE- C

LIST OF 55 LOCATIONS		
Sl.No.	Area	Location for MPLS-VPN Link
1	Barora	Muraidih / Shatabdi Project Office
2		Phularitand Project office
3		Damoda Project Office
4	Block-II	Project Office Madhuban Washery
5		Project Office (ABOCP)
6		Jamunia Project Office.
7	Govindpur	Kharkharee Project Office
8		Maheshpur Project Office
9		Jogidih Project Office
10		ABGC (Amalgamated Block-IV Govindpur Colliery) Project Office
11		NAKC(New Akashkinaree Colliery) Porject Office
12		Project Office
12	Katrass	AKWMC(West Modidih Colliery) Project office
13		AKWMC(West Modidih Colliery) Excavation Workshop
14		Keshalpur, Personal Office
15		Angapathra/Gaslitand, Account Office
16		Katrass Chautidih, project Office
17		Salanpur Colliery, Project Office
18		Ramkanali, Project Office/Manager
19	Sijua	Mudidih Colliery, Project /Manager Office
20		Tetulmari Colliery, Project /Manager Office
21		Nichitpur Colliery, Project /Manager Office
22		sendra bansjora Colliery, Project /Manager Office
23		Loyabad Colliery, Project /Manager Office
24	Kusunda	Godhur Colliery, Project Office
25		Dhansar ,VOCP workshop
26		Dhansar, Project office
27		East Basuria, Project office
28		Gondudih, Project office
29	PB	PB Project Office.
30		PO, KB 5/6 pit
31		Project office Bhagabandh

32		Kenduadih, Project Office Gopalichak
33		Simlabahal, Project Office Bhalgora New Pit
34		Project office Burragarh
35	Bastacolla	Bastacolla Colliery , Project /Manager Office
36		Bera / Dobari colliery, Project /Manager Office
37		Bera Excavation Workshop
38		Ghanoodih Colliery, Project /Manager Office
39		Kuya OCP / Kuya Colliery, Project /Manager Office
40		Kuya Golakdih HEMM Workshop
41		Rajapur OCP / E-Bhagatdih Colliery Project / Manager Office
42		Rajapur OCP Excavation Workshop
43	Lodna	Project Officer Amalgamated NT-S,Alakdiha
44		Project Office Bhulan Bararee, Joyrampur
45		Project office ,Lodna, Kujama
46	EJ	Project Office/Manager North/South, Bhowra
47		Project office/Manager, Sudamdih
48	WJ	Moonidih Project office
49		Lohapatti colliery, Project Office
50		Murlidih 20/21 Pits Colliery, project office
51	CV	DBOCP/NLOCP/Laikdih,Chirkunda, Project Office
52		DOCP, Damagoria, Project Office
53	Washery Division	Bhojudih Coal Washery, Project Office
54		Dugda Coal Washery, Project Office
55		Mahuda Coal Washery, Project Office