

RailTel Corporation of India limited
(A Government of India Undertaking)

Open Tender Document

For

**Providing Cabins & Interior works at 3rd, 4th & 5th
Floors at
Railtel Corporation of India Ltd
Corporate Office, Gurgaon**

RailTel/Tender/OT/CO/2016-17/Cabin Cons/381 dt 30.03.2017

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TENDER NOTICE

RailTel/Tender/OT/CO/2016-17/Cabin Cons/381 dt 30.03.2017

Railtel Corporation of India Ltd., New Delhi, invites open tenders in single packet system for **"Construction of 3 nos of Cabins at 4th Floor and partitioning, 1 cabin - Library at 5th Floor and Renovation of cabins – partition at 3rd floor at Railtel Corporation Of India Ltd., Corporate Office, Gurgaon"**

S. No	Item	Description
1	Approximate cost	Rs. 34 Lacs/- (Rupees Thirty Four Lakhs Only)
2	Earnest Money (EMD): (To be deposited in the form of Bank Draft in favour of RailTel Corporation of India Limited, Gurgaon)	Rs. 68,000/- (Rupees Sixty eight thousand only)
3	Cost of Tender Document	Rs. 1500/- to be submitted as a bank draft Payable in favour of "RailTel Corporation of India Limited." The cost of the tender document is payable even if the tender document is downloaded from Railtel's website http://www.railtelindia.com/

Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents and from depositing Earnest money

The last date of submission of offer is **31.05.17** by **15:00 Hrs.** The offer is to be submitted in the office of The General Manager/Operations, RailTel Corporation of India Ltd., 143, Institutional Area, Sector-44, Gurugram -122003 by **15:00 hrs** of **31.05.17**. The offers shall be opened at **15:30 hrs** of **31.05.2017** in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be opened on the next working day.

The Tender document is enclosed herewith. **All pages of the original tender document should be duly signed by the bidder and submitted along with offer.**

For any clarifications the undersigned may be contacted.

(Nitin Hundet)
Asst General Manager/O&M
For RailTel Corporation of India Limited
Gurgaon

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Chapter – 1

Offer Letter

To,
RailTel Corporation of India Limited,
143, Institutional Area,
Sector-44, Gurgaon-122003

Dear Sirs,

I/We _____ have read the various Conditions to tender 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 180 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender No. RailTel/Tender/OT/CO/2016-17/Cabin Cons/381** or RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within 30 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supply according to the Specifications for materials laid down by the RailTel for the present contract.

2. A sum of **Rs. 68,000 /-** (Rs Sixty Eight thousand only) as an on Account Payee Demand Draft No. _____ dt. _____ Issued by _____ is herewith submitted 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 security deposit (Performance Bank Guarantee) within 15 days after receipt of orders to that.

Signature of the Bidder with Date

Contractor Address

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Chapter- 2

Schedule of Requirement

Construction of Cabins at 4th & 5th Floors and Renovation at 3rd floor at Railtel Corporation Of India Ltd., Corporate Office, Gurgaon on limited tender basis.

The requirements are mentioned below:

S. No.	Name of the work	Estimated Cost Rs. (Lakh)	EMD (Rs)	Completion Time	Issue of Tender Document	Last date to Submit Tender
1.	Construction of cabins and Providing Interior works for Floors - 3 rd , 4 th and 5 th at Railtel Corporation of India office building at Gurgaon as details given in the attached BOQ in chapter-3.	34 Lakh	68,000	60 days	08-05-2017 to 31-05-2017, 3.00 pm	31-05-2017 3.00 pm

Signature of Bidder along with Seal

Note:

(i) Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc (with break-up in Annexure-A of all modules and software Licensees). The materials as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the consignee at the Corporate office, Gurgaon.

(ii) The Tender shall attach Unit rate Analysis of each items of Schedule of Requirement.

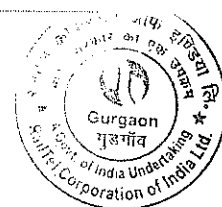


Chapter- 3

Detailed Specification for Cabin works, Interior works and Finishing works

S. No	Item	Unit	Quantity	Rate (Rs)	Total Cost (Rs)
	INTERIORS WOOD WORK & PARTITIONING				
1	Full height Partition: Both Side Calcium Silicate / Laminated Hybrid Partition System (With Laminates Band at 750mm upto 1200mm				
a	Providing and fixing of 75mm thick opaque partition made out of GI section/ wood frame. The G. I. Framework shall be made out of 48 mm.metal studs (0.5mm thick having equal flanges of 34 mm made out of G.I. steel) the vertically mounted metal studs shall have slots for electrical wiring placed at 610mm. centre to centre in 50mm.floor and ceiling channel (0.5mm thick having equal flanges 32mm made out of G.I. steel) plained softwood measuring 48mm x 48mm shall be mounted on metal studs parallel to floor at 729 mm, one layer each of 12.5 mm gypboard on each side shall be flush mounted using dry wall screws of 25 mm at 300 mm centres on metal studs.	Sqft.	1650		

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b	Door Frames : 115mm P&f of door frame. The frame shall be duly polished as per existing structure	R ft	135		
c	Door: Opaque With 750 x 2100mm Laminated Providing and fixing door made out of rubber wood/ ply and The door shall have door closer and SS ed finish tubular lock - cum - handle of Archis or similar door closer	Nos	6		
d	False Ceiling: Type Gypsum Plain & Vertical Steps Providing & fixing suspended false ceiling, which includes providing & fixing, G.I. perimeter channels of size .55mm thick. Suspending G.I. intermediate channels of size 45mm from the soffit at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55mm thick fixed to soffit with G.I. cleat & steel expansion fasteners. Ceiling section of 0.55mm thickness fixed to the intermediate channel with the help of connecting clips. 12.5mm tapered edge Gypboard (conforming to IS-2095-1982) Boards are to be joined and finished so as to have a flush look which includes filling and finishing the tapered and square edges of the boards with jointing compound, paper tape and the two coats of primer suitable for Gyp board.	Sqft.	500		

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e	Painting & Oil Based Putty: Type Acrylic Base White Colour Painting of cemented brick walls, ceiling & gypsum partition etc with 2-3 coats acrylic emulsion after making levelling the surface using flint paper, applying cement primer & making base with oil based putty.	Sqft.	2200		
f	Skirting Providing and fixing of 12mm decorative hardwood	Rft	300		
2	INTERIOR FIXED & OTHER MODULAR FURNITURE WORK ETC.				
a	Low Ht. storage: Type Laminated 450 mm deep 750mm High Providing and fixing of Low Ht. Storage made of Pre-Laminated particle Board, KD Hinges, and all other required hardware. Each Storage shall be lockable	Sqft	70		
b	Executive Cabin Table in Laminate Providing and placing of 6'x 2'9" table top made of pre-Laminated particle board & fixing bracket. Make- Godrej / Featherlite/ Monarch	No	7		
c	Executive Cabin Side Table With Built-in Pedestal in Laminate Providing and placing side table with built-in pedestal of 3'6" x 2'6" made of pre-laminated particle board Make- Godrej / Featherlite/ Monarch	No	7		

d	Chair - High Back Chair, Chrome Arms, Chrome Base, Torsion Bar, Sfs Lift, Leatherette Tapestry - Hydraulic-Make- Godrej / Featherlite/Monarch	No	25		
3 DATA & VOICE POINTS					
a	Data Points Cat 6 Delink/AMP P/f of Data Point Wiring with Cat 6 Wires of Delink or Equivalent Make. With conduit. The wiring shall be through floor trunking raceway & Conduits of 25 / 20 mm PVC.	No	7		
b	Data Points Cat 6 Delink / AMP Wiring only P/f of Data Point Wiring with Cat 6 Wires of Delink or Equivalent Make. With conduit. The wiring shall be through floor trunking raceway & Conduits of 25 / 20 mm PVC.	No	7		
c	Voice Points RJ 11: Providing & fixing of voice points including wiring The wires used shall be of Delton or equivalent with plate. The wiring shall be thru floor trunking raceway & Conduits of 25 / 20 mm PVC.	No	7		
d	Providing & fixing necessary clamp	No	7		
4 ELECTRICAL WIRING & FIXTURES					

a	6 Amp Power Points: 1Sw.2Soc.(UPS)				
	Providing & laying of 6amp UPS Points using multi-strand cables with 2.5 mm x 2 + 2.5 mm in main lines and 2.5mm x 2 + 1.5mm x1 in loop points. Each point will have one 6A switch with 2nos. 6A socket				
i)	MAIN UPS Point	No	2		
ii)	LOOP UPS Point	No	5		
b	6 Amp Power Points: 1Sw. 1Soc. (RAW)				
	Providing & laying of 6amp RAW Points using multi-strand cables with 2.5 mm x 2 + 1.5 mm in mainlines and 2.5mm x 2 + 1.5mm x1 in loop points. Each point will have one 6A switch with 1nos. 6A socket.	No	5		
c	16 Amp Power Points: 1Sw. 1Soc. (RAW)				
	Providing & laying of 16amp POWER Points using multistrand cables with 4 mm x 2 + 1.5 mm in mainlines and 2.5mm x 2 + 1.5mm x1 in loop points. Each point will have one 16A switch with 1nos. 16A socket. (RAW)	No	5		
5	AIRCONDITIONING WORKS				
a	Refurbishing of Air Conditioner works (Return Duct Grills & other related Works)	Lumpsum			

6	FIRE-FIGHTING WORKS				
a	Fire fighting system & Fire Alarm System (Removal & Fixing of Existing)	Lumpsum			
7	MISCELLANEOUS				
a	Providing & laying 1200X1200x3 mm Carpet tiles on entire floor if required	Lumpsum			
b	Providing & fixing Roller Window blinds (Vista) in each cabin	Nos	7		
	TOTAL				

*** Successful Bidder has to offer samples of Furniture, Table, Chairs for the selection by Railtel.**

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Chapter- 4

STANDARD TERMS & CONDITIONS

1. Offer letter and Validity of offer

- 1.1 The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2 The offer should remain valid for a minimum period from the date of opening of tender including the date of opening as indicated in Bid Data Sheet (BDS) Chapter 5

2. Warranty

- 2.1 The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 2.2 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 twelve 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.

- 2.3** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

3.0 Eligibility Criteria

The bidder should have completed from start to finish, in the last three financial years (i.e current year and three previous years) atleast one similar single work for a minimum value of 35% of advertised tender value of work

The sum total of the turnover of contractual payment received during the last preceding 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender should be a minimum of Rs. 150% of the estimated value.

- *Similar work : Work related to supply, installation and completion of office cabins including supply of furniture, modular cabinets and other interior accessories etc.*

4. Payment Terms

Payment shall be released after the joint measurements of works/supply between Railtel & Contractor as per following:

- i) 70% (Seventy percent) of the value of equipments/ material supplied of each consignment shall be paid on production of the following documents:
 - a) On receipt of materials at site.
 - b) Original Inspection certificate issued by Inspecting Officer.
 - c) Challan / Invoice in duplicate.
 - d) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.
- ii) 25% (Twenty five percent) value of the goods supplied shall be paid after the successful completion of installation & commissioning of whole system certified by RailTel Authorized Engineer.



- iii) Balance payment of 5% of the contract value shall be made after satisfactory operation and maintenance of the work under the supervision of the contractor for a period of one year after commissioning and issue of Final Acceptance Certificate.
- iv) On expiry of the warranty period and issue of the certificate of final acceptance of the entire installations, the Performance Bank Guarantee shall be released to the Contractor after adjustment of any dues payable by the contractor.

5 Performance Bank Guarantee (Security Deposit)

The bidder is required to submit a Performance Bank Guarantee (PBG) within 15 days of the issue of Purchase order @ 10% of the value of the PO for the satisfactory performance of materials covered in SOR-A given in Chapter 2 valid for a period of 4 months beyond warranty period. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period got extended, the PBG should also be extended appropriately.

6 Taxes & Duties

The price quoted should be firm, indicating the breakup and inclusive of all duties like import, custom, CVD, ED & Sales Tax, Octroi etc. The offer should be all (inclusive and inclusive of packing, forwarding, freight & insurance charges. Form C will be issued by RailTel Corporation. The Octroi/entry tax shall be paid extra as per actual on production of proof of payment/ document.

- 6.1 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like Goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc.), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments



of bidder and make payment to local/state/Central Government authorities as may be applicable.

6.2 After imposition of GST as explained in Clause --- above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.

6.3 The break-up of price of each item of SOR in terms of basic unit price, Excise Duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other levies/charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all-inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However, if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.

7 Liquidated Damages

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

8 Transportation

The rates quoted should be F.O.R. destination.

9 Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

10 Purchaser's Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order by $\pm 100\%$ as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.



11 Purchaser's Right to accept any offer/Bid and to reject any or all offer/Bid

The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order 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.

12 Issue of Purchase Order and award of contract

12.1 The successful bidder has to submit the copy of the Work order duly signed on each page including Annexures & will submit the Performance Bank Guarantee as per Clause no. 5 for due fulfillment of the PO.

12.2 If the successful bidder fails to submit the accepted copy of PO and required PBG within 15 days from the date of issue. It shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. The Bidder shall also submit the Type Test documents, FAT plan, Implementation plan etc, within this 15 days period.

12.3 In the event of any bidder whose tender is accepted and refuse to execute the work as herein before provided, the RailTel may determine that such bidder has abandoned the Purchase Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

13 Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

14 Earnest Money Deposit (EMD)/ Bid Security

14.1 The bidder shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money in the form of Demand Draft from any



scheduled bank in India in favour of "RailTel Corporation of India Limited" payable at New Delhi.

14.2 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 5.

14.1 Offers not accompanied with Earnest Money shall be summarily rejected.

14.2 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

14.3 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 5.

14.4 Earnest Money will bear no interest.

15 Offer/Bid Prices

15.1 The price shown in the schedule shall be the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The prices shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser. Sales Tax Form "C" shall be provided by RailTel.

15.2 The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be quoted separately.

15.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit price and total cost, the value shown in total unit price will be taken for evaluation purpose.

16 Fall back clause

The bidder shall undertake that in case the bidder offers same type of material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking,



during the validity of purchase order or Rate Contract, the equal benefit of lower prices will be passed on to RailTel. The bidder will submit an undertaking while claiming the payment.

17 Clause wise Compliance

17.1 Clause wise compliance statement of the Technical Specifications (Chapter 3) and Commercial Terms & Conditions (Chapter 4) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

18 Inspection

GM/Operations/CO or his authorised representative

19. Force Majeure

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, 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.



20 Delivery Period

The materials as per SOR are required to be delivered, installed & commissioned within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the consignee at Railtel Corporation Of India Ltd., Corporate Office, Gurgaon (HR.)

21 Evaluation of Offer

"For the purpose of relative ranking of offers, all inclusive value for entire supply, transportation to site, supervision of installation, testing & commissioning and warranty period support, training etc.

The bidders should quote for all items & the offer will be evaluated in totality.

22 Settlement of Disputes

In case of any dispute concerning this order both the bidder 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 New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

23 Governing Laws:

The Purchase Order 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.

24 Termination for Default

24.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Bidder, terminate this contract in whole or in part.

a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.

b) If the bidder fails to perform any other obligation(s) under the contract; and



c) If the bidder, 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,

24.2 If the contractor fails to deliver the equipments or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase order/ contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of bidder shall be forfeited and Performance Guarantee shall be encashed.

25 Termination for Insolvency

The purchaser may at any time terminate the Purchase order by giving written notice to the bidder, without compensation to the bidder, if the bidder 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 has accrued or will accrue thereafter to the Purchaser.

26 Rates during Negotiation

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

27 Submission of Offers

The offer shall be submitted in single packet in a sealed envelope and should bear the Tender No., its description and date of closing/opening and the words **"DO NOT OPEN BEFORE DUE (Date)"**. Each and every page of offer / tender document should be marked with numerical numbers and signed by authorized representative of the bidder. **Power of attorney** in favour of the signatory duly authorizing the signatory shall be enclosed in the offer / bid.

a) The bid shall consist of the following:-

1) Offer Letter complete.



- 2) Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).
 - 3) Earnest Money in prescribed form.
 - 4) Audited balance sheet duly attested by Notary Public.
 - 5) Constitution of Firm and Power of Attorney, Partnership Deed.
 - 6) Clause wise compliance to tender conditions.
 - 7) Copies of purchase orders and other documents in support of meeting qualifying criteria.
 - 8) Complete technical data and particulars of the material/equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
 - 9) Any other information desired to be submitted by the bidder.
 - 10) Shall contain the offer letter and the price of each item quoted exactly according to the Proforma and schedule of requirements and shall be clearly super-scribed along with tender number and its description in bold letters & sealed.
- b) The envelope shall be addressed to the Purchaser at the following address:

General Manager/Operations
RailTel Corporation of India Ltd
143, Institutional Area, Sector-44, Gurgaon-122003

- c) Offer / Bid should be delivered/submitted to the above address so as to reach up to 15:00 Hrs of due date. Tenders will be opened on specified date & time as mentioned in BDS Chapter 5 of the tender in presence of such Bidder/ Representatives who choose to be present. Offers / Bids received after due date and time of submission shall be summarily rejected and shall not be opened.
- d) In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

30 Wrong Information by Bidder

If the bidder/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

31 Deleted



32 SITE PREPARATION

32.1 RailTel's Responsibility

The space for location of equipment/equipment room, DC /AC power supply and earthing shall be provided by RailTel.

32.2 BIDDER's Responsibility

The bidder will be responsible for supervision of complete work for this tender including the integration with the existing network, wherever required.

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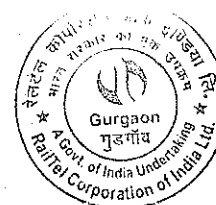
CHAPTER- 5

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document STANDARD TERMS & CONDITIONS **Chapter 4**.

Clause	Description
Clause 1	Validity of offer 120 days
Clause 2	Warranty 12 months from the date of completion of supply.
Clause 3	Eligibility Criteria
Clause 20	Delivery Period Within 60 days from date of issue of Purchase order
Clause 10	Purchaser's Right to Vary Quantities Up to a maximum extent of +/- 100% of contract quantity.
Clause 14	Earnest Money Deposit (EMD)/ Bid Security Rs. 68,000/- (Rs Sixty Eight Thousand only).
Clause 27	Last Date of Submission of Offer Date: 31.05.2017 Time: 15:00 hours
Clause 27	Date of Opening of Tender Date: 31.05.2017 Time: 15:30 hours Venue: same as above

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Chapter 6

PBG Format

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, registered office at 10th floor, Bank of Baroda Building, 16, Sansad Marg. New Delhi- 110001 and Corporate Office at 143, Institutional Area, Sector-44, Gurgaon-122003 (hereinafter called "the RailTel") having agreed to exempt (M/s. Party Name and Address)..... (here in after called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.....(LOA/P.O No.) Dated.....(LOA/P.O date) made between and..... for (Name of Work) (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,(Bank Name and Address)) 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 (Bank Name and Address) do hereby undertake to pay the amount 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 (Bank Name and Address) 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 (Bank Name and Address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the

We shall be discharged from all liability under this Guarantee thereafter.

We, (Bank Name and Address) 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, (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.

Notwithstanding anything contained herein, Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)



This Bank Guarantee shall be valid upto and we are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before(date of expiry of guarantee) dated the day of 2017.

for.....
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

रेलटेल
RAILTEL

A Government of India
Undertaking

