



RailTel Corporation of India Ltd.
6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053
Ph: (11) 22185933, 22185934, FAX: +91 (11) 22185978

ELECTRONIC TENDER DOCUMENT FOR

**“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF Precision AIR
CONDITIONERS including CAMC AT RAILTEL Server Room, Thomson Road, New Delhi”**

E--Tender No . RCIL/ED/NR/OT/Precision AC/18-19/03

Due for Opening on 26.03.2019

CIN –U64202DL2000GOI107905

**रेलटेल
RAILTEL**

**A Government of India
Undertaking**

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E-Tender Notice No. RCIL/ED/NR/OT/Precision AC/18-19/03 Dated: 12.02.2019

E- TENDER NOTICE

Executive Director, RailTel Corporation of India Limited, Northern Region, New Delhi, invites the E- Bids for **“Supply, Installation, Testing & Commissioning of Precision Air Conditioners including CAMC at RailTel Server Room, Thomson Road, New Delhi”** as per following details:

a)	Type of Tender	Open Tender
b)	E-Tender down loading.	Dt 12.02.2019
c)	Last date & Time of downloading	26.03.2019 up-to 14:30 hrs. (Online)
d)	Submission of E-bids	26.03.2019 up-to 15:00 hrs (Online)
e)	Opening of E-bids.	26.03.2019 at 15:30hrs (Online)
f)	Approx. value of contracts	Rs. 33,76,685/- (inclusive of all taxes)
g)	Earnest Money (EMD #	Rs 67,600/-
h)	Cost of Tender Document	Rs.5,900/- (Including taxes)*
i)	Validity of offer	45 days
	* These will be payable by Bank Draft in favour of RailTel Corporation of India Limited, New Delhi.	

Small scale Units registered with NSIC/MSEs under single point registration scheme shall be exempted from cost of Tender Documents and from depositing Earnest money as per Govt of India Guidelines.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- portal All future Information viz. corrigendum /addendum/ amendments etc for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The cost of Tender Document Rs. 5900/- shall, however, have to be deposited in the form of Demand Draft payable at New Delhi at RailTel Office , RailTel Corporation of India Ltd. Delhi IT Park ,Block-III, 6TH Floor,Shastri Park,New Delhi-110053.

For more details see Chapter II-A , item 6.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

(K.L Kataria)
General Manager/Operations
For and on behalf of Executive Director,
RailTel Corporation of India Ltd

Chapter I

OFFER LETTER

To,
RailTel Corporation of India Ltd.,
Northern Region,
6th floor, Block-III,
Delhi IT Park, Shastri
Park, Delhi-110053

1. 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 **45 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 E-Tender No. **RCIL/ED/NR/OT/Precision AC/18-19/03 dated 12.02.2019** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within **60 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. 67600/- (Rupees Sixty Seven Thousand and Six Hundred Only)** as on Account Payee Demand Draft No. ----- dt. -----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 security deposit (Performance Bank Guarantee) within 7 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

1.

2.

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Chapter-II

SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)

E-Tender No. RCIL/ED/NR/OT/Precision AC/18-19/03

Dated: 12.02.2019

SOR – PART A

“Supply, Installation, Testing & Commissioning of Precision Air Conditioners including CAMC at RailTel Server Room, Thomson Road, New Delhi”

S. No.	Item / Work Description	Qty	UOM	Unit Rate (Rs.)	GST @18%/28%	Unit rate (Incl. of taxes)	Total Amount
	Price Schedule for design, manufacture, supply, installation, testing & commissioning of Precision AC system along with accessories as per the following Scope of Work:						
A.	Main Equipment:						
1	Supply of Microprocessor based Precision Air Conditioning units of 9 TR (or more) actual capacity (Bottom Discharge).	3	Nos				
	Total Supply including applicable taxes						
B.	Low side accessories and Installation & Commissioning:						
1	Lifting, shifting, Installation & commissioning of Precision AC units including with all accessories.	3	Nos				
2	Dismantling of existing PAC units and shifting and stacking it within the same premises.	1	Lot				
3	Supply of Interconnecting Copper piping between indoor & outdoor unit. Copper piping will be duly insulated with in the AC space@35 meter/machine	115	RMT				
4	Supply of Interconnecting copper cabling between indoor & outdoor unit with GI tray	120	RMT				
5	Supply of Condensate supply & Humidifier drain piping with suitable diameter GI pipes of reputed companies like TATA, Jindal, Finolex.	60	RMT				
6	Supply of Green refrigerant	110	Kg				
	Total installation Cost						
	Total A+B (inclusive of All taxes)						
	Total in Figures:						
	Total in Words:						

SOR - PART B:**Comprehensive Annual Maintenance Contract of Air Conditioners provided under Part-A**

C	Comprehensive AMC						
SN	DESCRIPTION	QTY.	UOM	Unit Rate (in Rs.)	GST @18%/28%	Unit rate (Incl. of taxes)	Total Amount in INR
1	CAMC of the complete system for 1st Year after warranty.	1	Year				
2	CAMC of the complete system for 2nd Year after warranty.	1	Year				
3	CAMC of the complete system for 3rd Year after warranty.	1	Year				
4	CAMC of the complete system for 4th Year after warranty.	1	Year				
Total Value of 4 years in Figure							

Note:

1. The material should be supplied as per Technical Specifications given in Chapter V.
2. The CAMC should be as per clause 32 of chapter-III "Scope of AMC".
3. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight upto destination) including unloading at consignee premises and other levies, if any as per Annexure-A & Annexure-B.
4. Total value quoted in words is treated as final.
5. Detailed model number & make of unit offer is to be mentioned. Detailed specification of unit offered shall also be attached with the offer.
6. **The Tenderer has to quote the rates for both SOR Part-A and SOR Part-B, otherwise the offer will be rejected. The tender will be decided based on the combined cost of SOR Part-A and SOR Part-B rates.**
7. In case of any deviation b/w IIA i.e. E-tendering instruction to bidders and anywhere in tender document. Chapter IIA of tender document will prevail.

Signature of the Tenderer

Annexure-A

[illegible]

[illegible]

Chapter - II-A

E-tendering Instructions to Bidders

General: These Special Instructions (for e-Tendering) supplement “Commercial terms and conditions”, as enclosed in Chapter- III of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System - ‘Single Stage – Single Envelope’ : In this, Bidder has to submit both Technical and Financial Bid in separate envelope “ONLINE.”

2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Documents on ETS
 - > Query to RailTel (Optional)
 - > View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS. -
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel’s Post-TOE queries

For participating in this tender online, the following instructions need to read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To make use of the Electronic Tender®portal ([https:// www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com)), vendor needs to register on the portal(if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile

Helpdesk Executives 91-11-26241790 **(Multiple lines)**

E-mail ID : ets_support@tcil-india.com

(Mobile Nos for Emergency only) : 9868393775, 9868393717, 9868393792

RailTel Contact-1 (for general Information)

RailTel's Contact Person /Designation

Devinder, Mgr/NOC/NR

Telephone/ Mobile 9729540590

E-mail ID basati.devinder@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact officer

Himanshu Kumar, Jt.GM/NOC/NR

Telephone/ Mobile: 971764644201

E-mail ID: himanshu@railtelindia.com

5. Bid related Information for this Tender (Sealed Bid)

The entire Bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Envelope (including Technical +Financial part)
The electronic envelope consists of Main Bid and Electronic Form (both mandatory) and Bid Annexures (Optional).
4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
5. (Optional) Online Submission of modification, substitution Bids for technical or financial parts, or withdrawal Bid.

NOTE: Bidder must ensure that after following above, the status of Bid submission must become "Complete" indicating successful submission of the online Bid.

6. Offline Submissions:

The Bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Delhi IT park, Block-III, 6th floor, New Delhi-110053. before due date & time of submission of Bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a) EMD-Bid Security in Original, in favour of Railtel Corporation of India, Payable at New Delhi. (with Tender No., Name of Firm & Mob. No. written on back side of DD).

b) DD/ Bankers cheque in original against payment of tender fee in favour of Railtel Corporation of India, Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)

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- c) **In case Bidder happens to be a NSIC/MSE Bidder**, the documentary evidence for same shall be submitted.
- d) Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.
- e) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.
- f) “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted alongwith Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form-C. Non submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. TSEC certificate, NSIC/MSE certificate and other documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted in RailTel Office before Tender opening date. Bids without these off line submissions will be summarily rejected.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be

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created for each Bid-Part. This method of Bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for Bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each Bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the Bid. Else Tender Opening Officer may authorize the Bidder to open his Bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the Bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE) : ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of Bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of Bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the Bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating Bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online Bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'.

This is available to all participating Bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a Bidder's end, especially during 'critical events' such as - a short period before Bid-submission deadline, during online public tender opening event, during e-auction, it is the Bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the Bidders face a problem during critical events, and this is brought to the notice of RailTel by the Bidders in time, then RailTel will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

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The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously Adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the Bidder to participate in the tendering process.
6. Submit your Bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end

- ☐ Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- ☐ Broadband connectivity.
- ☐ Microsoft Internet Explorer 6.0 or above
- ☐ Digital Certificate (s) for users.

13. Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training..

Tentative Dates.

Date of uploading of Tender document + 7 days.

Venue :

RailTel Corporation of India Limited,
Delhi IT park, Block-III, 6th floor, Shastri Park
New Delhi-110053

Vendors Training Charges: Rs. 5000/- (Per Participant) per training day plus GST as applicable.

Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

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CHAPTER III

Commercial Terms & Conditions

1. Eligibility Criteria and Technical Requirements:

- 1.1 The tenderer shall necessarily satisfy the eligibility conditions as listed below:
- i) Only OEM or Authorized dealers of OEM should participate. Authorized dealer has to submit the proof of same issued by OEM.
 - ii) Bidder should enclose their credentials including supply of similar material to other government/PSUs/ Telecom Service Providers.
 - iii) The GST registration is required to avail GST Credit; tenderer should be registered with GST department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer is summarily rejected.
 - iv) The offer should remain valid for a period of 90 days from the date of opening.

1.2 Technical Criteria:

a. The tenderer must have experience of execution of similar works. He should have completed at least one similar work of a value not less than 35% of the estimated cost of tenders in the current and the last 3 financial years before the date of opening of this tender for Govt/PSUs/Reputed Telcom service providers. Documentary evidence for the completion of such experience with satisfactory performance must be furnished along with the offer.

b. Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria.

c The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered.

Note: Similar Work means supply and installation/commissioning of Precision Air Conditioner in Govt.Sector/PSU/Telcos.

1.3 Financial Criteria

(a) The tenderer should have received total contract amount of 150% of the estimated cost of tender in the last three financial year (i.e 2015-16, 2016-17 & 2017-18) and current year up to the date of opening of tender.

(b) The tenderer should produce the Audited Profit/Loss account and Balance Sheet for the last 3 financial year (i.e 2015-16, 2016-17 & 2017-18) and current year.

1.4 System of verification of Tenderer's credentials:

1.4.a Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

1.4.b The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the

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tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.

- 1.4.c “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form- C. Non submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”
- 1.4.d The RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his tender offer, and the Bidder shall, when so required by the RailTel, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- 1.4.e In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

2. Warranty

- 2.1 The materials are to be warranted for **18 months** from date of delivery or **12 months** from Date of Installation & Commissioning, whichever is earlier. The bidder 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 contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection, deficiencies in circuit 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 material under this clause, the provisions of the clause shall apply to the portion/portions of the material 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 accordingly at the contractor's risk and expenses, but without prejudice to any 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. Delivery of material:

The Materials should be supplied, installed & commissioned within **60 days** of issue of

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“Purchase Order” and should be delivered to the consignees as per Purchase Order.

Place of Delivery: The items shall be delivered at RailTel Corporation of India Limited, 3rd Floor, Microwave Building, Thomson Road, New Delhi-110002

4. Payment Terms

4.1 80 % of the value of the order on receipt of materials at site duly inspected and accompanied with the following documents:

- Tax Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier
- Insurance Certificate
- Certificate for Fall Back clause
- Contractor's Certificate of dispatch
- Performance bank guarantee as per clause 5.1 mentioned below.

4.2 15% after Installation and Commissioning along with installation charges.

4.3 5% after one year warranty period.

4.4 **Penalty:** Penalty shall be deducted as per clause no. 34

Note: In case of delay in commissioning due to reason beyond control of both parties, balance 20% of the supply cost may be paid to the supplier against submission of an additional bank guarantee of an equal amount valid for minimum of 12 months, which shall be returned after completion of commissioning of the remaining equipment.

5. Performance Bank Guarantee (PBG)

5.1 The supplier is required to submit a Performance Bank Guarantee (PBG) within 30 days of issue of Purchase Order for **10 % of the value of the order and valid for a period of 4 months beyond warranty period towards satisfactory performance of tender clauses.** The PBG shall be returned after successful completion of contractual obligation for supply, installation and commissioning including warranty period and acceptance of material duly accepted by consignee. If PBG submission is delayed beyond 30 days up to 60 days, penalty @15% p.a. over PBG amount will be levied. However, if PBG submission is delayed by more than 15 days, penalty @15% p.a. over PBG amount will be levied. The Performa for PBG is given in Chapter IV. The PBG will be forfeited, if the order is terminated by the Purchaser on account of Contractor.

5.2 The supplier is required to submit a separate PBG for AMC of 10% of comprehensive cost valid for 4 months beyond AMC period of 4 years. The PBG of AMC should be submitted within 30 days from the start of AMC. The PBG shall be released after completion of 4 years AMC period.

5.3 A separate advice of the BG will invariably be sent by the BG issuing bank to the Railtel 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 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.

Note: PBG submitted during supply, installation and commissioning (i.e. 10% of value of order) shall be released after submission of PBG for AMC

6. Taxes & Duties

Please see clause 18.

7. Liquidated Damages

The timely delivery is the essence of this project, 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 supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D. In such case the PBG will be forfeited.

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. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable. The rates quoted by the bidders shall be compared/evaluated in whole and the Purchase order for SOR shall be placed on lowest bidder. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 7 days of issue of Purchase Order, give his acceptance along with Performance Bank Guarantee as per Clause 5.

11. Purchaser's Right to Vary Quantities

The Purchaser reserves the right at the time of award of order/contract to **increase or decrease** by **upto 25 %** 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.

12. Splitting of Quantity

Deleted

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

The purchaser 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 any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

14. Issue of Advance Purchase Order - Deleted

15. Issue of Purchase Order and Award of contract – Please see Clause 10.

16. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 5 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 bids.

17. Earnest Money Deposit (EMD)

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalized / Scheduled bank in India in favour of “RailTel Corporation of India Ltd. payable at New Delhi.” EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with clause 5 and 10..

17.1 Tenders under noted categories of tenderers need not deposit Earnest money :-

For NSIC registered firm and micro & small enterprises (MSEs) who are having valid Udyog Aadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available.

- i. They shall be exempted from cost of tender documents. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
- ii. They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

17.2 Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

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

17.4 Tenders not accompanied by Earnest money shall be summarily rejected.

18. BID PRICES, Taxes & Duties

18.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. **The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the tender as per schedule given in Chapter II. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.**

The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by

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the supplier shall also be quoted separately.

- 18.2** 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.

19. Clause wise Compliance

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

20. Provenness of the material/equipment supplied:

In order to enable the Purchaser to assess the provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

21. Training - Deleted.

22. Inspection

- 22.1** Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. 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 / witness inspection shall be provided by the manufacturer, free of cost.
- 22.2** Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 22.3** In case material fails during inspection, the same shall be replaced, free of cost, by 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.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

23. 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, radio active 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

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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.

24. Settlement of Disputes

24.1 For all commercial contracts with Private entities:

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 New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

24.2 For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

25. 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.

26. Termination for Default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this order/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 order/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.

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In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, 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 order/contract to the extent not terminated.

27. Termination for Insolvency

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

28. Deleted

29. Submission of Tender Bid (Single Packet System):

29.1 The envelope shall be addressed to the Purchaser at the following address:

**Executive Director/Northern
Region, RailTel Corporation of India
Ltd., 6th floor, Block-III,
Delhi IT Park, Shastri Park,
Delhi-110053.**

29.2 Earnest Money Deposit (EMD) equal to **Rs. 67600/- (Rupees Sixty Seven Thousand and Six Hundred Only)** in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at New Delhi, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. **Each and every page of the bid should be numbered and signed by authorized representative of the firm.** Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

29.3 The Tender document issued by RailTel should be signed on each page along with stamp of the company/Firm and should be submitted along with bid.

29.4 The envelope shall bear **name of the supply, the tender no. and the words “DO NOT OPEN BEFORE”** (due date).

29.5 Offline documents should be delivered to the above address so as to reach up to **15:00 hours of xx.yy.2019** The bids shall be opened at **15:30** hours on the same day in the above office in the presence of those representative of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday, the same shall be done on the next working day at the same time.

30. UNIT PRICES

30.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, charging for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of

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forwarding notes, arranging placement of Wagon, Siding/shunt charges, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.

- 30.2** The prices shall include all taxes, duties, Royalty and levies applicable on this contract. Therefore, the bidder should quote their prices taking into account the rate of GST/IGST/CGST/SGST or any other tax leviable on contract. The breakup of price of each item of SOR in terms of basic Unit price, GST/IGST/CGST/SGST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 30.3** The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, custom handling, cost of storage in custom and other locations during execution of work, loading unloading and handling of materials and road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 30.4** The price to be quoted by the tenderers should take into account the credit availed on inputs credit under the GST law. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard shall submit the details of breakup of GST and other Tax and Surcharge & Cess on these, so that RailTel can avail the input GST credit benefit. The firm will furnish documentary evidence of such duties/taxes paid, to enable the purchaser to avail GST credit.
- 30.5** The prices quoted in the contract shall be inclusive of all taxes i.e. custom duty, GST levied by any statutory authority, or any other tax. The tenderer will indicate the details of taxes included in the unit price. Offer received without specific details/ breakup of various taxes included in the unit prices are liable to be summarily rejected.
- 30.6** All taxes, duties and levies arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule. Arrangement for all permits/licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the contractor will have to make his own arrangements. RailTel shall facilitate by way of authorization /request letters whenever needed. Import license of RailTel can be used for materials procured under high sea sale.

31 Fall Back Clause:

The order/contract, if and when placed, will be subject to following **Fall Back Clause:**

- 31.1** 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.
- 31.2** The price charged for the materials supplied under the order/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

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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.

31.3 If 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 terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of tender shall, as far as possible, be applicable or recover the loss.

31.4 The Contractor shall furnish the following certificate to the concerned Account Officer along with each bill for payment of supplies made against the order/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 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 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 order/contract at a price lower than the price charged to the RailTel, Northern Region, under the contract.”

32. Scope of AMC

32.1 The Contractor is required to provide AMC for a period of 4 years after the completion of warranty period. RailTel has the right to place/cancel the AMC order in partially/full .

32.2 The contractor should quote the rates of AMC in the SOR Part-b in the tender document. It is mandatory to quote for AMC. The AMC should be comprehensive covering complete system.

32.3 The Contractor should have a 24*7 service center and a number (s) will be provided to the RailTel for lodging the complaint of any fault of AC.

32.4 Comprehensive Annual Maintenance Contract for a specified period (i.e. four years) after successful completion of warranty , which includes attending monthly maintenance along with 4 preventive maintenance in a Year (i.e. Once in 3 months total system check up, servicing, rectification of faults of any), unlimited breakdown calls including supply of spares and replacement of spares of the complete system as and when fails. The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.

32.5 Separate agreement for AMC (Comprehensive AMC) before expiry of warranty period shall be entered with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for four years + 4 months for 10% of the Comprehensive AMC cost of four years quoted by the tenderer, shall be required to be submitted by bidder for due fulfillment of Comprehensive AMC obligation.

32.6 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the NOC.

Note: The acceptance of the above clauses is mandatory and specific acceptance from OEM is required. Any deviation / non acceptance will lead to rejection of the bid summarily.

33. NOTE : For SOR, Installation and commissioning:

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- a. Items details in the Schedule of Quantity and rates shall be read in conjunction with explanatory note of schedule of tender for respective items.
- b. All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, Erection, Testing and commissioning as required including small parts such as bolts, nuts, lock nuts, washers etc.
- c. The tenderer shall quote the offer in the schedule for rates both in figures and words.
- d. The quoted rates will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
- e. The prices shall be commercially firm and without any ambiguity.
- f. Basic Quantities and component of material required making up a unit of work for items mentioned in the explanatory notes are indicated for guidance purpose only. It is the sole responsibility of the contractor to supply the system as per design and therefore he shall work out the exact quantities of component required for completing the work and satisfactory operation of the system. The tenderer should see the site conditions before submitting the offer.
- g. Contractor should note that all specifications, as per the latest amendments to IS and other relevant standard specifications shall be applicable, unless specified otherwise.
- h. The Contractor shall arrange all necessary tools, equipments, instruments, spares and other facilities for execution, and tests and commissioning as specified and decided by the engineer in-charge.
- i. Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to during testing and commissioning, validated with calculations and / or software as desired by the representative of RailTel.
- j. The information asked to be furnished shall be complete in all manner.
- k. Standard warranty for compressor of AC is for a period of 5 years. This is covered in OEM's warranty period. If any compressor is required to be replaced, under this period, no separate payment shall be made for this. While quoting the rates for AMC, the tenderer shall take into account this aspect.
- l. Any item specifically mentioned or not but required for successful commissioning of work is deemed to be covered in the scope of work.
- m. The Precision Air conditioner equipments are required to installed and commissioned at RailTel Corporation of India Limited, 2nd floor, microwave Building, Thomson road, New Delhi-110002.
- n. For the installation of the air conditioning equipments the contractor has to make arrangements for all the material etc. required for the successful commissioning of the ACs. No extra cost to be paid except quoted by the contractor in SOR Part-A.
- o. The Terminated AC Supply shall be given by Railtel.
- p. The contractor should satisfy himself about the ground realities in connection with the installation of the equipments before quoting the rates.
- q. The installation should be of very high standard which is generally acceptable in Telecom fields. The contractor should submit a plan showing the installations which will be approved by RailTel.

34. Maintenance:

- (a) Firm is required to attend the failure within four hours after information given by RailTel/NOC. In case firm fails to attend the fault within 4 hours then a penalty @ Rs.200/- per hour for every exceeded hour beyond 6 hours shall be deducted from their final bill in case of minor problem (problem which will not halt/stop the cooling of units like less cooling, any unwanted sound, any minor wear and tear issue). In case of major problem (problem due to which AC units stops cooling like leakage of gas, internal damage) a

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deduction of Rs.200/- per hour beyond 15 working hours shall be made in case the firm fails to attend the fault for 15 working hours.

- (b) RailTel may encash the BG in case of firm fails comply as per the agreement.
- (c) Firm will offer escalation matrix with time line escalation at the time of agreement.
- (d) Periodic maintenance schedule (quarterly) to be carried out by firm with parameter report jointly signed with RailTel representative.
- (e) Manufacturer should have installation base in the respective location for such Units and fully equipped Service center (For Precision AC units) to give prompt & efficient service

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, registered & regional office at 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110 053 (hereinafter called "the RailTel") having agreed to exempt (M/s. Party Name and Address)..... (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.(LOA/PO No.) Dated.....(LOA/PO date) made between and..... for (Name of Work/Supply) (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 PO/Agreement.

2. 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 PO/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 (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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. 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 PO/Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the

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

5. We, (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.

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

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

8. 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 2019

for
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

STATEMENT OF DEVIATIONS**(PROFORMA FOR STATEMENT OF DEVIATIONS)**

1. The following are the particulars of deviations from requirements of the conditions of Contract

Commercial Terms & Conditions (Chapter -III)

Clause	Deviation	Remarks (Including Justification)
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2. The following are the particulars of deviations from requirements of the Technical specifications (Chapter -V)

Chapter	Clause	Deviation	Remarks (Including Justification)
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER



FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

I.....(Name and Designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s.....(hereafter called the tenderer) for the purpose of the Tender documents for the work of

.....as per the tender No. of (-----RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing the document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the Tender Document. In case of discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand the if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire IR.

DEPONENT

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SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public**

Form No. D

AGREEMENT

(CA No. _____ for “Supply, Installation, Testing & Commissioning of Precision Air Conditioners including CAMC at RailTel Server Room, Thomson Road, New Delhi”

This AGREEMENT is made at Delhi on this _____ day of _____ two thousand and Thirteen, by and between RailTel Corporation of India Limited. (A Govt. of India Undertaking) having its Corporate office at 143, Institutional Area, Sector-44, Gurugram - 122003, and 6th floor, III Block, Delhi Technology Park, Shastri Park, Delhi-110053 acting in the premises through Executive Director /Northern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through _____ (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of “ “Supply, Installation, Testing & Commissioning of Precision Air Conditioners including CAMC at RailTel Server Room, Thomson Road, New Delhi” as per tender papers at Annexure ‘A’ read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto AND WHEREAS the said Tender of the Contractor has been accepted for the work of ““Supply, Installation, Testing & Commissioning of Precision Air Conditioners including CAMC at RailTel Server Room, Thomson Road, New Delhi”.” as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of ` _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure ‘B’ and ‘C’ hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure ‘C’ and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

Tender No. RCIL/ED/NR/OT/Precision AC/18-19/03

1. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Signed and delivered by Shri. _____ for and on behalf of _____, the contractor within named in the presence of :

1. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Annexure – A : Tender Paper No. _____ with corrigendum, if any.
Annexure – B : Firm's offer.
Annexure – C : Letter of Acceptance No. _____ with all enclosures.
Annexure – D : Copy of Contract Performance Guarantee.

Chapter V
Technical Specification

SCOPE OF WORK

The Scope of Work covers following:

- a. Supply, installation, commissioning and warranty of Precision Air conditioner and services provided for the same.
- b. Comprehensive Annual Maintenance Contract for four years of complete system.
- c. Dismantling of existing PAC units and shifting and stacking it within the same premises.

GENERAL

- a. The AC Units should have high sensible heat ratios, to match high sensible loads of Computer/Server Rooms/ Switch room/UPS. A Microprocessor controlled Precision package AC system with R-407C/ 410a refrigerant shall be suitable to take thermal and air qty. inputs from the server and adjust its operation accordingly so as to achieve highest levels of performance and efficiency.
- b. The Indoor unit shall comprise of Digital Scroll/Inverter Scroll Compressor in independent or Tandem circuit, corrosion resistant EC fans, Evaporator DX Cooling Coil with hydrophilic coating, Microprocessor controllers, Expansion valves, Driers, G4 Filter, Suction and Discharge piping, Internal power and Control wiring, Crankcase heaters, Infrared/Ultrasonic Humidifier, Heaters, HP/LP Cutouts, Power and Control contactors, water leak detectors and Other Electrical accessories.

THE AIR-COOLED PRECISION PACKAGE UNIT SHALL BE DESIGNED AS PER FOLLOWING CONDITIONS

1. Unit return air temperature : 24 Deg C
2. Ambient air design temperature : 43 Deg C
3. Cooling Capacity : 9 Tr Actual Capacity
4. Air Flow Direction : Bottom discharge-top return
5. Air inlet Temp & RH : Set point $\pm 1^{\circ}\text{C}$ (DB) & Set point $\pm 5\%$ (Return Air)
6. Units should be able to provide 1 SHR at part load

THE TECHNICAL SPECIFICATIONS OF THE CONSTRUCTION OF UNIT ARE AS UNDER:

Design Requirements

The environmental control system shall be Factory assembled unit. It shall be floor mounted, optimized for maximum cooling capacity in a minimum footprint. It shall be specifically designed for service from the front of the unit. The system shall be designed for draw-through air arrangement to insure even air distribution to the entire face area of the coil. The unit shall modulate cooling capacity and airflow based on requirements. The unit shall be ready to allow the installation of shackles/Ropes/Chains for top handling. Forklift handling should be possible as well in case required.

Quality Assurance

The specified system shall be factory end of line tested (functionality test) before shipment and designed to meet CE requirements. The system shall be designed and manufactured according to world-class quality standards. The manufacturer shall be ISO 9001 certified.

Cabinet

The cabinet is manufactured from galvanized steel sheet, externally painted with powder paint and assembled using stainless steel screws and high tensile rivets.

The rear and the fans section panels are double-skinned, with Class 'O' (A1 EU) fireproof insulation sandwiched between the skins to reduce noise emission and heat loss. The side panels, which are isolated from the inside of the unit to form a complete double-skinned cabinet, the small service panel for electrical heaters, are also lined with Class 'O' (A1 EU) fireproof insulation .

The frontal panel(s) are assembled on hinges to make the access easier; this can be opened by the fast closing lock.

The rear and side panels are screwed to the supports. The rear panel(s) are screwed directly to the frame.

Cooling circuits

One (Two) refrigeration circuit(s), (each) incorporating one (two) high efficiency, fully hermetic Digital Scroll/Inverter Scroll compressor/s with crankcase heater, air-cooled condenser, liquid receiver with outlet service valve, safety valve, filter drier, moisture indicating sight glass, liquid line solenoid valve and an electronic expansion valve / Thermostatic Expansion Valve directly controlled by the unit microprocessor to allow the highest energy saving.

Each circuit is equipped with pre-set high pressure switch and low pressure transducer for protection against high condensing and low evaporating temperatures. The low pressure transducer is managed by microprocessor controller, whilst to avoid compressor cycling at high discharge pressures, the high pressure switch is equipped with a manual reset.

The inclined evaporator coil is manufactured from copper tubes, mechanically bonded to hydrophilic painted aluminum fins, with a stainless steel condensate drain pan. The large face area/low velocity coil allows precise control of temperature and humidity during cooling and dehumidification, and is designed to optimize fluid velocity and minimize pressure drop.

The moisture indicating sight glass and liquid line solenoid valve for each circuit are mounted visible from a service window, immediately accessible once open the frontal door/s, to allow checking and adjustment while the unit is in operation.

Fan section

The unit is fitted with direct-driven, high efficiency, single inlet, backward curved, centrifugal 'plug' type innovating EC fan(s). The fan(s) have an impeller with curved blades corrosion resistant made of fiberglass plastic. The fan motors are Electronically Commutated, IP54, with internal protections, continuous speed regulation via controller signal. The motor is three-phase with IP54 protection; provided with internal thermal protection.

Fans: Unit must be provided with **direct drive backward curved fans each running with DC drive electronically communicated motors**, the fans should be aligned and balance statically and dynamically. The fan speed must be controlled based on the room return air Temperatures and also must have automatic speed control without manual intervention. The fans can be one /two/ three no's as per the manufacturer's standard.

Humidifier

The humidification system is provided by an electronic control humidifier. The dehumidification function, which is supplied as standard when the humidifier option is installed, acts by reducing the fan speed with consequent reduction of the air flow and at the same time operating the variable capacity compressors at full capacity

Humidification control may be of the proportional or of the on-off type, according to the

requirements of the installation: on/off is set as standard.

Infrared/Ultrasonic/Immersed Electrode Humidifier

The unit is fitted with an infrared/Ultrasonic/Immersed Electrode humidifier suitable for use with water of varying degrees of hardness.

Heating / reheating

The heating resistors are of a rigid design for extended operational life and are normally utilized to maintain room dry-bulb conditions during a system call for dehumidification. Each stage of heaters is made of finned armoured stainless steel AISI 304/Aluminium to maintain a low surfaces power density. Ionization effects are eliminated owing to the low heater surface temperature. Heating control is of the ON-OFF type. The heaters are phase balanced and are provided with a manual reset safety thermostat to disable them in the event of a high temperature. The heating system also incorporates Miniature Circuit Breaker(s) which protect the heater(s) from short circuits, should the harness be damaged accidentally.

Air filtration

The standard filtration grade is G4 (95% down to 10 microns). The filter pleated structure gives high filtration efficiency, low pressure drop and permit to use the filter without metallic or cardboard frame. They are easily accessed/replaced by opening the front panels.

The unit is fitted with a filter differential pressure switch, connected to the microprocessor controller to provide 'Filter Clogged' warning indication.

Air Cooled Condenser

- The condensers shall be factory matched to provide an operating range of ambient temperature. Condensers shall be suitable for 24 hour operation and be capable of providing vertical or horizontal discharge.
- The condenser frame shall be constructed from corrosion free material and incorporate a copper tube and aluminium fin coil.

Monitoring

1. The units shall be supplied with suitable arrangement for remote monitoring and management of Precision Air Conditioner.
2. In case of Non-IP (internet Protocol) arrangement, Bidder shall provide necessary hardware and software in RailTel NOC (network operating Center) for monitoring and management of Precision Air Conditioner for no additional cost to RailTel.

Electrical panel

The electrical panel, located at the front of the unit in a compartment isolated from the airflow, contains the MCB's, contactors, transformers, controller PCB, overload relays etc. Each high voltage system component is provided with an MCB over-current protective device. All high voltage components are touch protected by means of a plastic cover. Electrical power supply is 400V ($\pm 10\%$) / 3Ph / 50Hz ($\pm 2\text{Hz}$) +N +E and are fitted with a mains isolator, mechanically interlocked with the electrical panel cover.

Microprocessor controller

The Control System is microprocessor based, 32 bit RISC. It can be programmed to control the function of every device within the unit via I/O.

The controller allows setting and monitoring of the room parameters via keypad viz. Air Temperature, Temperature set-point, Temperature band, Humidity, Humidity set-point, Humidity band etc. The parameters are indicated using symbols and text on a back-lit, Liquid Crystal Display. Alarm conditions activate a visual indicator. Three LED's indicate the unit status – 'Power on', 'Unit on' and 'Warning/Alarm activated' The controller shall provide **Unit to Unit Ethernet / Modbus / Serial connection** to operate with multiple units, run/stand-by rotation, automatic changeover and parameter sharing functions, external communications through BMS, sequential auto restart timer, with adjustable time delays to be applied to unit

restart after a power loss.

The following warnings / alarms are included:

- High temperature
- Low temperature
- High relative humidity
- Low relative humidity
- Humidifier failure
- Fan failure
- Electrical heater high temperature (When applicable)
- Sensor failure
- Controller errors

Terminals are provided for remote start/stop control plus Volt-free 'Common Alarm' and 'Unit Run' indication

The display shall provide with track recorded of temperature and humidity with graphically display on the screen.

A buzzer provides audible indication of a 'Warning' or 'Alarm' condition

Unit memory shall hold the all recent alarms with time and date stamp for each alarm

Unit memory shall hold the all recent events with id number, time and date stamp for each event

Menu shall display accumulative component operating hours for major components including compressors, fan motor, humidifier and reheat.

Safety interlocks:

Operation of heaters & humidifiers shall be possible only when blower fan is in operation. Fire detection signal from fire detector system shall be able to switch off the package unit operation in event of fire in conditioned space.

Refrigerant piping:

Each refrigerant circuit shall be suitable for operation on R-407C/R410a and shall include the following items:

- a) Expansion valve with pressure equalization;
- b) Removable liquid line drier / filter.
- c) Liquid line sight glass with moisture indicator.
- d) Hand shut off valves.

Electrical work

Each Precision AC unit should be provided with in-built electrical panel. Necessary 415 Volts +/- 10%, 3 Phase, 4 Wire (With Neutral), 50 Hz +/- 5% Power shall be provided by Customer at each unit's electrical panel. Balance distribution of Power is in the Scope of Bidder. All Electrical cabling should be of armored Copper. **Phase sequence correction is in the scope of Bidder.**

LIST OF APPROVED MATERIALS :

The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction. In case on non-availability of the brand specified in the contract, the Contractor shall submit the documentary evidence of non-availability of approved brand and suggest the alternate brand of equivalent quality for the approval of the competent authority. It will be at the discretion of the Engineer-in-Charge to approve or reject the brand suggested by the contractor and approve the name of any other equivalent brand. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.

S. No	Description of Items	Approved Makes & Models
1	Outdoor Units for Precision AC System	DENCO/VERTIV/SCHNEIDER/ STULZ or any* (The OEM must have experience of one successful completion of offered product in Govt/PSUs/Reputed Telcom service providers)
2	Indoor Units for Precision AC System	DENCO/VERTIV/SCHNEIDER/ STULZ or any* (The OEM must have experience of one successful completion of offered product in Govt/PSUs/Reputed Telcom service providers)

*Note: Documentary evidence for the completion of such experience with satisfactory performance must be furnished along with the offer."

Make of items to be quoted by party

S. No.	Description of Items	Party should specify makes & models quoted
1	Outdoor Units for Precision AC System	
2	Indoor Units for Precision AC System	

Signature of the tenderer Address & Seal

END
