



RailTel Corporation of India Ltd.  
Chatterjee International Centre , 3<sup>rd</sup>. Floor,  
33A, Jawaharlal Nehru Road , Kolkata 700071, Tel. No.: 033-44009999, 44041499  
FAX: 033-44041490 .

**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड**  
( भारत सरकार का एक उपक्रम )

**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)

Webs Site: TCIL portal – <https://www.tcil-india-electronictender.com>  
RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)

**ELECTRONIC TENDER DOCUMENT**

**FOR**

Supply, Installation & Commissioning of 2.0 KVA Online UPS at various locations in command area of South Eastern Coalfield Limited, Bilaspur in the states of Chattisgarh and Madhya Pradesh.

**खुली-E-निविदा संख्या.** RAILTEL/TENDER/OT/ER/HQ/2018-19/1083, dt. 15.03.2019

**OPEN TENDER NO.** RAILTEL/TENDER/OT/ER/HQ/2018-19/1083, dt. 15.03.2019

**खुलने की तिथि:**

**Date of opening: 16.04.2016**

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**(This tender document consists of 67 pages)**



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

चैटर्जी इंटरनेशनल सेंटर, तृतीय तल,

33ए, जवाहरलाल नेहरू रोड, कोलकाता 700071, दूरभाष: 033-44009999, 44041499

फैक्स: 033-44041490 .

**E- निविदा संख्या. RAILTEL/TENDER/OT/ER/HQ/2018-19/1083, Dt 15.03.2019**Webs Site : TCIL portal – <https://www.tcil-india-electronictender.com>RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड '2KVA ऑनलाइन यू.पी.एस. (SMF बैटरी सेट के साथ) SECL, बिलासपुर में प्रयोग हेतु आपूर्ति, स्थापना व शुरुआत हेतु खुली निविदा में शामिल होने के लिए E-निविदाएं(दो पैकेट सिस्टम) आमंत्रित की जाती है। इच्छुक निविदाकर्ता E- निविदाये नीचे दिए गए नियम व कार्यक्रम के अनुसार जमा करें।

क)	१) E-निविदा प्रकाशित होने की तिथि/समय	16.03.2019 से 14:00 बजे
	२) निविदा डाउनलोडिंग शुरू होने की तिथि/समय	16.03.2019 से 14:30 बजे
	३) निविदा डाउनलोडिंग बंद होने की तिथि/समय	15.04.2019 से 17:00 बजे
	४) स्पष्टीकरण देने की तिथि/समय शुरू	अमान्य
	५) स्पष्टीकरण देने की तिथि/समय बंद	अमान्य
ख)	१) निविदा जमा देने का तिथि/समय शुरू	16.03.2019 से 14.30 बजे
	२) E-दस्तावेजों को जमा देने का तिथि/समय बंद	16.04.2019 से 15.00 बजे ( ऑनलाइन )
ग)	E-दस्तावेजों को खोला जाना	16.04.2019 को 15.30 hrs. पर( ऑनलाइन )
घ)	सप्लाई का अनुमानित मूल्य	रु. 11,76,100 ( जी.एस.टी. रहित )
च)	धरोहर राशि (ईएमडी)	रु- 23,550/- ( जी.एस.टी. रहित )
छ)	निविदा दस्तावेज की कीमत	रु 2360/- ( जी.एस.टी. सहित ) *
ज)	समापन/पूरा करने की तिथि	पी.ओ. जारी होने के 45 दिनों के अंदर

\* यदि निविदा दस्तावेज को वेबसाइट से डाउनलोड किया जाता है तब निविदा दस्तावेज की कीमत (जैसा की ऊपर कहा गया है), (ऑफर के साथ डिमांड ड्राफ्ट के रूप में जमा की जाएगी | ये डिमांड ड्राफ्ट भारत के किसी भी राष्ट्रीयकृत /अनुसूचित बैंक का हो सकता है जो रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, कोलकाता के पक्ष में देय होगा।

# सिंगल पॉइंट पंजीकरण योजना के तहत NSIC/MSME से मान्यता प्राप्त लघु उद्योगों को निविदा दस्तावेज का मूल्य व बयाना राशि ( इ.एम.डी.) जमा कराने से छूट दी जाती है | NSIC/MSME से मान्यता प्राप्त संस्थाओं को भारत सरकार के दिशा-निदेशानुसार प्राथमिकता दी जाएगी |

नोट:-1. निविदा सूचना और निविदा दस्तावेज वेबसाइट [www.railtelindia.com](http://www.railtelindia.com) तथा e-Tendering Portal <https://www.tcil-india-electronictender.com> पर उपलब्ध रहेंगे जिसे निविदाकर्ता डाउनलोड कर सकते हैं

लेकिन निविदा केवल इ-टेंडरिंग द्वारा TCIL Portal <https://www.tcil-india-electronictender.com> पर ONLINE ही स्वीकार कि जाएँगी | निविदाकर्ता को E-निविदा जमा कराने के लिए TCIL Website से एक अधिकृत इ-दस्तावेज डाउनलोड करना आवश्यक है. Corrigendum /addendum /amendments सम्बंधित जानकारी केवल TCIL Portal पर ही उपलब्ध होंगी. **निविदा दस्तावेज कि छपी हुई प्रति बिक्री के लिए उपलब्ध नहीं होगी. किसी अन्य माध्यम से जमा की गयी निविदा स्वीकार नहीं की जाएगी |**

निविदा दस्तावेज की कीमत रु 2360/- ( जी.एस.टी. सहित ), डिमांड ड्राफ्ट के रूप में जमा की जाएगी, जो रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र, चैटर्जी इंटरनेशनल सेंटर , तृतीय तल, 33ए, जवाहरलाल नेहरू रोड कोलकाता 700071, के पक्ष में देय होगा। **अधिक जानकारी के लिए अध्याय 3 , विषय संख्या 11 का क्रम संख्या 5 देखें |**

निविदा की तैयारी, जमा करना/प्रतिभाग करना से सम्बंधित सभी कीमतें बिडर द्वारा वहन की जाएगी | खरीददार निविदा विधि के संचालन व परिणाम के अलावा किसी भी तरीके से निविदा कीमत के लिए उत्तरदायी नहीं होगा |

E-बिडर का अर्थ एक उद्योग या फर्म या एजेंसी , जो निविदा में प्रतिभाग करता है एवं E-बिड जमा करता है | ( आगे E-बिडर व E-बिड, क्रमशः बिडर व बिड उल्लिखित किया गे है |

महाप्रबंधक/अनुरक्षण

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड,

पूर्वी क्षेत्र/कोलकाता

प्रति : नोटिस पट



RailTel Corporation of India Ltd.  
Chatterjee International Centre , 3<sup>rd</sup>. Floor,  
33A, Jawaharlal Nehru Road , Kolkata 700071, Tel. No.: 033-44009999, 44041499  
FAX: 033-44041490 .

**E-Tender Notice No. RAILTEL/TENDER/OT/ER/HQ/2018-19/1083, dt. 15.03.2019**

**Webs Site :** TCIL portal – <https://www.tcil-india-electronictender.com>

RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)

RailTel Corporation of India Ltd. (RailTel) invites E- Bids (Single stage, two packet system ) for **‘Supply, Installation & Commissioning of 2.0 KVA Online UPS at SECL, Bilaspur’** in the states of Chattisgarh and Madhya Pradesh

The details are as under:

a)	i. Date/Time of publishing of e-Tender.	16.03.2019 at 14:00 hrs.
	ii. Document down loaded start date/Time	16.03.2019 at 14:30 hrs.
	iii. Document down loaded end date/time	15.04.2019 at 17:00 hrs.
	iv. Clarification start date/time	Not Applicable
	v. Clarification end date/time	Not Applicable
b)	i. Bid submission start date/time	16.03.2019 at 14:30 hrs.
	ii. Bid submission End date/time	16.04.2019 at 15:00 hrs. (Online)
c)	Opening of e-Bids.	16.04.2019 at 15.30 hrs (Online)
d)	Estimated cost of the tender	Rs.11,76,100.00 (Excl. GST)
e)	Earnest Money Deposit (EMD)	Rs.23, 550/- (Excluding GST).
f)	Cost of Tender Document	Rs.2360/- (Including GST) *
g)	Date of completion	45 days from the date of issue of PO.
	* The tender document being downloaded from website, the cost of tender document as stated above have to be submitted along with the offer letter in the form of Demand Draft in favour of RailTel Corporation of India Ltd. payable at Kolkata from any nationalized / scheduled bank of India.	

**#Units registered with NSIC/MSME under single point registration scheme are exempted from cost of Tender Documents and from depositing Earnest money. NSIC/MSME Firms will be given preference 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. Bid submitted/sent by any other mode will not be accepted

The cost of Tender Document Rs. 2360/- (incl. GST), EMD (in the form of demand Draft in favour of RailTel Corporation of India Ltd, payable at Kolkata), Notarised Power of Attorney, Pass Phrase for technical and price bid in separate envelopes, offer letter and affidavit as per

Annex-A shall be submitted offline mode before opening of e-tender. For more details see Chapter 3, item 11, Sl.No.5.

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.

The “e-bidder” means a Company or Firm or Agency who participates in this tender and submit e-bid (hereafter “e-bidder” and “e-bid” shall be referred as “bidder & bid” respectively.

**General Manager / Operation  
RailTel Corporation of India Ltd.  
Eastern Region/ Kolkata**

Copy to : Notice board .

**Section-I****Chapter-1****SOR: SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE) (Figure in Rs.)**

(To be uploaded on TCIL website, signed &amp; stamped)

S. No	Item Description	Unit	Unit Price	Qty.	Total amount (Excl. GST)
1	Supply of 2.0 KVA Online UPS (Suitable for Battery Capacity 4680 VAH min) as per Technical Specification Warranty: 2yrs.	Set	24124	19	4,58,356
2	Supply of SMF Battery Set for item No.1. Battery Set shall be of reputed make, The minimum VAH shall be 4680.	Set	25776	19	4,89,744
3.	Supply of Rack for battery set.	Nos	500	19	9500
4	Installation and commissioning of item no. 1 & 2.	Nos.	500	19	9500
5	AMC of item no1 for 3rd and 4th year	Nos.	5500	38	2,09,000
<b>Total Cost of Schedule ( Total Rupees Eleven Lakhs Seventy Six Thousand One Hundred only)</b>					<b>11,76,100</b>

**Note:-**

1. Item-wise GST shall be indicated in the offer separately.
2. E-Way bill to be submitted along with TAX Invoice for getting payment.
3. The bidder has to deliver, install & commission of UPS (Operational) at different locations of SECL, Bilaspur. Tentative list of locations are given in chapter 16 of section-II. The exact locations for delivery will be advised at the time of issuing of PO. The material used for installation and commissioning should be of relevant ISI specs of appropriate capacity & quality to meet the end-objectives. All consumables, materials to be used must be from reputed make.
4. The bidder has to submit detailed bill of material breakup costs of connecting copper cables etc. For building up the SOR of Schedule of Supplies along with the offer.

**Section-I**

**CHAPTER 2**

**BID DATA SHEET**

**Webs Site:** TCIL portal – <https://www.tcil-india-electronictender.com>

RailTel portal – [www.railtelindia.com](http://www.railtelindia.com)

**The section consists of provisions that are specific to various clauses of tender document.**

Reference	Description
Schedule of Requirement Chapter – 1	<b>Name of work</b> Supply, Installation & Commissioning of 2.0 KVA Online UPS at various locations in command area of South Eastern Coalfield Limited, Bilaspur in the states of Chattisgarh and Madhya Pradesh.
Tender condition clause 8.5.12.16 Chapter 8	Clarification Requests (Online)
Tender notice	<b>Last date of submission</b> Venue: RailTel Corporation of India Ltd. Chatterjee International Centre , 3 <sup>rd</sup> . Floor, 33A, J. L. Nehru Road, Kolkata-700071.  Date : 16-04-2019 Time: 15:00 Hrs.  <b>Date of opening of tender</b>  Date : 16 -04-2019 Time: 15:30 Hrs.
Special Tender condition Clause – 5.3 Chapter 5	<b>5.3 Eligibility Criteria</b>  <b><u>Technical:</u></b>  1. Bidder shall be any authorized dealer / agent / recognized industrial distributor/ authorised supplier/OEM of 2KVA online UPS. 2. Bidder should have supplied, installed & commissioned minimum 10 Nos. of 2 KVA online UPS to Govt. Organisation, PSU State/Central, Autonomous bodies, any reputed TELCO/Data Communication Co. etc. and shall produce certificate of satisfactory working for a period of 18 months during the last three years.  <b>Financial:</b> Total contract amount received during the last 3 (three financial years and in the current financial year should be a minimum of 150% of advertised tender value i.e more than Rs. 17.65 lakhs i.e for the year 2015-16 , 2016-17, 2017-18 including the current financial year.
Instructions to Tenderers Clause – 8.4 Chapter 8	Earnest money :– Rs. 23,550/- (Rupees Twenty Three Thousand Five Hundred Fifty only) Pay order/ Demand Draft shall be drawn in any nationalised / Scheduled bank in the tender in favour of RailTel Corporation of India Ltd payable at Kolkata.



Instructions to Tenderers Clause – 8.5.12.10 Chapter 8	<b>Validity of offer</b> 60 days (Sixty days only) from the date of opening of tender.
Instructions to Tenderers Clause – 6.2, Chapter 6	<b>Unit Price</b> Tenderer should submit firm price offer. Price quoted by the bidder shall be on percentage bidding system. Tenderer is expected to quote the percentage above (+) / Below (-) / at par the total price indicated in the schedule of requirement. The offer shall be in % basis along with price break up.
Instructions to Tenderers Clause – 8.6.3 , Chapter 8	<b>Power of Attorney</b> Each and every page of bid & tender document should be marked with numerical numbers and signed by authorized representative of the firm. Notarised Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted too. Page number of documents submitted in their offer must be given in the Check list in Chapter-12 of tender document. (Scanned copies of documents to be uploaded on TCIL Portal)
Special Tender condition Clause – 5.2, Chapter 5	<b>Delivery Period</b> Material is required to be delivered by the supplier to the consignee within 30 days of placement of Purchase Order. Consignee details will be provided at the time of issue of PO.
General Tender condition Clause – 8.5.1, Chapter 8	<b>Performance Bank Guarantee</b> Performance Bank Guarantee 5% of total value of the contract including GST is required to be submitted within 15 days and should be valid for 24 months to cover validity of Purchase order, delivery period and Warranty period. <b>Security Deposit</b> 5% of total value of the contract value including GST. EMD of the successful tenderer to be retained a part of SD, balance will be recovered @ 10% of the bill amount till the full SD is recovered.
Special Tender condition Clause – 10.28.0, Chapter 10	<b>Warranty</b> The material is to be warranted for 24 months from date of delivery.
Special Tender condition Clause – 5.4 Chapter 5	<b>Bill passing &amp; paying Authority:</b> Executive Director/ Eastern Region, RailTel Corporation of India Ltd., Kolkata
Special Tender condition Clause- 9.8 Chapter 9.	<b>Date of Completion of work</b> :45 days from the date of issue of PO.

## **Chapter – 3**

### **E-tendering Instructions to Bidders**

#### **General**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 4 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 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 – Two packet system': In this, bidder has to submit its Technical and Financial bid in separate sealed covers as per detailed procedure given in tender documents. The financial bids of those bidders will only be opened whose technical bid is found meeting the requisite eligibility criteria. The financial bid of bidder whose technical bid is found unacceptable will be returned unopened.

#### **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
  - a. Query to RailTel (Optional)
  - b. 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 be 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).

RailTel/Tender/OT/ER/HQ/2018-19/1083, dt. 15.03.2019  
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 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-mail ID**

Helpdesk Executives 91-1-26241790 (Multiple lines)  
ets\_support@tcil-india.com

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

#### **RailTel Contact-1 ( for general Information )**

RailTel's Contact Person  
Jogesh Prasad, Sr. Manager/HQ  
Telephone/ Mobile 9007044149  
E-mail ID: jogesh@railtelindia.com

#### **RailTel Contact-II ( for general Information )**

RailTel's Contact Person  
Arvind Kumar, Sr.Manager/Tech.-II  
Telephone/ Mobile 9007044154  
E-mail ID: kumararvind@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 separately)

The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexure (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 along with offer letter offline to RailTel Corporation of India Ltd, Chatterjee International Centre , 3<sup>rd</sup>. Floor, 33A, J. L. Nehru Road, Kolkata-700071 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 & the words ‘DO NOT OPEN BEFORE’ (due date 16.04.2019 & time 15:30 hrs.).

- a) **EMD-Bid Security** in Original, in favour of RailTel Corporation of India, Payable at Kolkata. (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 Kolkata. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)

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

#### **7. Submission of Eligibility Criteria related documents**

**Eligibility criteria related documents viz. NSIC/MSME Certificate and other documents as applicable shall also be scanned and submitted online. 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 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 enhance 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

RailTel/Tender/OT/ER/HQ/2018-19/1083, dt. 15.03.2019  
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-electrontender.com>), and go to the User-Guidance Center.

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, please 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 7)
- Broadband connectivity.
- Microsoft Internet Explorer 10.0 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,	OR	TCIL, GK1
Plot No. 143, Sector-44,		New Delhi 110048
Opp. Gold Souk Mall,		
Gurgaon -122003.		

Vendors Training Charges: Rs. 5,000/-(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.

\* \* \* \* \*

**Section-I**  
**Chapter-4**

**ADDITIONAL INSTRUCTIONS TO BIDDERS**

**4.1 Verification of documents and Certification:-**

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

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be 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 Annexure-A. Non submission of an affidavit by the bidder shall result in summary 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 the tenderer as far as his qualification for the tender is concerned.

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

**4.2 Period of validity of Bids:-**

- 4.2.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period of 60 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by purchaser as non responsive.
- 4.2.2 In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirmed the extension of the validity of their bids in writing unconditionally .A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.



**Annexure-A**

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY E-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 paper has to be in the name of tenderer) \*\*

I..... (Name and designation)\*\* Appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s .....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....as per the tender No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/we the tendered (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 portal <http://www.tcil.india-electronictender.com>. I/we have verified the content of the document from the website and there is no addition no deletion or no alternation to be content of the tender documents. In case of any 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 clarify 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 along with the offer and same shall be binding upon me/us.**
6. **I/we declare that 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 the process for evaluation of tenders, it shall lead to forfeiture the 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 constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, It will lead to termination of the contract, along with forfeiture of EMD/SD and performance guaranty besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

### **VERIFICATION**

I/we above named tender 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 details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

**SECTION-I  
CHAPTER-5**

**SPECIAL TENDER CONDITIONS**

**5.1 Quotation of rate**

The Tenderer shall quote Total all Inclusive Rate of Supply & Services clearly indicating the breakup of rates, applicable duties and taxes, etc. as detailed in the offer form only.

**5.2 Delivery Period:**

Material is required to be delivered by the supplier to the consignee within 30 days of placement of supply order against Purchase Order.

**5.3 Eligibility Criteria:**

5.3.1 The tenderer should have executed single order for a minimum value of 35% of advertised tender value for similar type of work to central government agencies, State Government, PSU or any reputed TELCO in the last three financial years (i.e. current year and three previous financial years). The contractor should submit the supply confirmation certificate from the user.

5.3.2 Similar type of work: Supply, Installation & Commissioning of UPS and battery.

5.3.3 The sum total of the turnover (contract amount) during the last preceding three financial years (i.e current year and three previous financial year) up to the date of opening of tender should be a minimum of 150% of the advertised tender value of work. The contractor should submit the audited financial statement for the FY 2015-16, 2016-17 and 2017-18 duly certified by Chartered Accountant (CA). Provisional Balance sheet/Turnover may be provided for the year 2017-18 along with income tax clearance certificate.

5.3.4 a) The bidder should have not been black listed by any agency/purchaser during the past 5 years. The bidder will furnish the self-certification to this effect. Any false declaration by the bidder shall make the bid ineligible and will be treated as breach of contract. The Action as per tender conditions will be taken against the bidder.

Note: Offers received without supporting proof for current and valid TEC/TSEC Approval and Infrastructure assessment advice report as mentioned in TEC/TSEC approval certificate and supply performance as per clause 3.3 will be summarily rejected.

**5.4 Bill passing & Paying Authority**

Bills will be passed & paid by the Executive Director/RGM of Eastern Region & to be submitted to ED/RGM of Eastern Region for payment.

**Note: The acceptance of the above clause is mandatory and specific acceptance from bidder is required to be enclosed. Any deviation / non acceptance will lead to rejection of the bid summarily.**

**6.0 Packing:**

The materials should have supplied in proper packing. If the packing is not found intact then the receipt of the materials to be denied by consignee.

## SECTION-I

### Chapter 5A

#### Technical Specifications of UPS.

#### 2.0 KVA On-Line UPS System Specification

- |  |  |
|--|--|
| 01. Technology Employed                | : DSP based  |
| 02. Power Rating                       | : 2.0 KVA  |
| 03. Output Power Factor                | : 0.9  |
| 04. Output KW Availability             | : 1800 Watts   |
| 05. Wave form                          | : Pure Sine Wave (Online Double Conversion)  |
| 06. Input nominal Voltage              | : 230 Volt AC, 1 phase, 3 - wire   |
| 07. Input Voltage Range                | : 175 – 280 Volt AC, 1 phase   |
| 08. Input Frequency Range              | : 50 Hz, +/- 10 Hz   |
| 09. Input Power Factor                 | : 0.99   |
| 10. Input Current Harmonics Distortion | : <3%  |
| 11. Output Voltage                     | Factory settable – 220/230/240 Volt AC, 1 phase  |
| 12. Output Voltage Regulation          | : +/- 2%   |
| 13. Output Frequency Regulation        | : 50.0 Hz, +/- 0.05 Hz   |
| 14. Output Crest Factor                | : 3:1  |
| 15. Output Receptacles                 | : 3 Nos. / 4 Nos. Indian Sockets   |
| 16. Output Efficiency                  | : 91% / 93%  |
| 17. Transfer Time Mains-Battery        | : 0 millisec   |
| 18. Transfer Time Inverter-Bypass      | : 4 msec   |
| 19. Battery VAH Capacity               | : 4680 minimum   |
| 20. Display                            | : LCD Panel  |
| 21. Output Interface                   | : 1 USB Port   |
| 22. Operating Temperature              | : 0-40 degree C  |
| 23. Communication Port                 | : RS232, USB   |
| 24. EPO                                | : Yes  |
| 25. Monitoring Software support:       | SNMP, UPSlion 2000, Dry Contact Card   |
| 26. EMI                                | : EN62040-2 : 2006   |
| 27. Safety                             | : EN62040-1-1 : 2003   |
| 28. Performance                        | : IEC / EN 62040-3   |
| 29. MANUFACTURER'S CREDENTIALS:        | Manufacturer should be ISO 9001:2015 & 18001 certified. Bidder if not the manufacturer, must provide <b>Manufacturer's Tender Specific Authorization</b> that the bidder is authorized sales & service provider. |
| 30. The UPS offered shall comply       | IS 16242 (Part-I):2014.  |

**Special Note:**

**i): Make and Model number of the UPS and SMF Battery with technical specification shall be indicated in the offer.**

**ii): Scope of Installation & Commissioning of UPS**

All the materials such as PVC conduit pipes, channels etc, thus required for the purpose of installation and commissioning of UPS and battery set shall be provided by the vendor. RailTel shall only provide the AC point from where the AC supply is to be tapped for the UPS.

**iii): Scope of Installation & Commissioning of SMF Batteries:**

- a) Bidder has to erect and commission the battery bank.
- b) Bidder has to record the individual cell and output voltages in charge mode.
- c) Bidder has to visit during final commissioning and integration with UPS as and when required (By phone/ physically).

**iv): DOC will be given only after completion of installation & Commissioning of all sites and the date of commissioning of last site will be considered as DOC against PO issued.**

**SECTION – II**

**Chapter – 6**

**PRICE BID**

**6.1 Station:** SECL, Bilaspur in Chattisgarh & MP (Exact locations will be provided at the time of issuing PO).

**6.2 Name of the work:**

“Supply, Installation & Commissioning of UPS at different locations of SECL, Bilaspur in RailTel Corporation of India Limited, Eastern Region”:

**Schedule ‘A’**

S. No	Item Description	Unit	Qty.	Estimated cost (Rs)	Total Estimated cost (Rs)	Rate quoted in percentage [Above (+)/ Below (-) /At par ] the estimated cost .	
						In fig.	In word.
1	Supply of 2 KVA Online UPS (Suitable for Battery Capacity 4680 VAH min) as per Technical Specification  Warranty: 2yrs.	Nos.	19	4,58,356	1176100/-		
2	Supply of SMF Battery Set for item No.1. Battery Set shall be of reputed make, The minimum VAH shall be 4680.	Set.	19	4,89,744			
3	Supply of Rack for battery set.	Nos.	19	9500			
4	Installation and commissioning of item no. 1 & 2.	Nos.	19	9500			
	AMC of item no1 for 3rd and 4th year	Nos.	38	2,09,000			

**Total Estimated Cost (Rs) = 11,76,100/-**

# Loading, Unloading & all other type of taxes are included. **GST will be paid extra on actual.**

**NOTE:**

- i) The price bid of the tender shall be on a percentage bidding system in the form(s) enclosed above. The total schedule of works is given at Section – II, Chapter – 1 and in price bid where all elements of work, their quantity, unit price (including tax components) and total value for each item of work is clearly stipulated.
  - a. The tenderer must quote the percentage above (+) / below (-) /at par the total price indicated in the schedule of requirement.
  - b. In the event of any discrepancy between the rates in figures and in words, the quote shall be considered taking into account the one written in words for evaluation purpose.
  - c. If the bidder does not specify percentage above (=) / below (-) / at par, then it will decided as below percentage (-).
  - d. Without tax break up, the bid will not be considered for evaluation.

**Signature of the tenderer  
(With Official Seal)**

**SECTION II**  
**CHAPTER 7**  
**OFFER LETTER**

To,  
Executive Director ,  
RailTel Corporation of India Ltd.,  
Chatterjee International Centre,  
3<sup>rd</sup>. Floor, 33A, .J. L. Nehru Road, Kolkata-700071.

I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period as per the Bid Data Sheet 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 SUPPLY as per bid data sheet at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within as per the Bid Data Sheet 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 supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. \_\_\_\_\_ as an Account Payee Demand Draft in favour of RailTel Corporation India Ltd. No. \_\_\_\_\_ dt. \_\_\_\_\_ issued by any nationalised / Schedule Bank \_\_\_\_\_ 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 15 days after receipt of orders to that effect.
3. I am authorized to sign the tender documents in terms of power of Attorney given to me \_\_\_\_\_ (Name) in a capacity of \_\_\_\_\_ (Designation).

SIGNATURE OF SUPPLIER (S)

Date

SIGNATURE OF WITNESS (ES)

CONTRACTOR (S) ADDRESS

1.

2.



**Section-II**

**Chapter 8**

**INSTRUCTIONS TO THE TENDERERS**

For E-Tendering bids /information by bidders is to be submitted “Online” on TCIL’s e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

**PLEASE NOTE**

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE FILLING UP THE TENDER FORM CAREFULLY. PLEASE SIGN ON EACH PAGE.

THE TENDERERS MAY DOWNLOAD BID FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE E-TENDERING PORTAL ‘https://www.tcil-india-electronictender.com’, AND SHOULD ENCLOSE COST OF THE TENDER FORM ALONG WITH THE OFFER IN THE FORM OF DD IN FAVOUR OF RAILTEL CORPORATION OF INDIA LTD payable at KOLKATA/W.B.

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-procurement portal, and this should be done well before the deadline for bid-submission.

The Tender document consists of the following:-

Notice Inviting Tender

Section ‘I’

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 e-Tendering instructions to bidders

Chapter 4 Additional Instructions to bidders

Chapter 5 Special Tender Conditions

Chapter 5A Technical Specifications

Section ‘II’

Chapter 6 Price Bid

Chapter 7 Offer Letter

Chapter 8 Instructions to the Tenderers

Chapter 9 General Tender Conditions

Chapter 10 Standard Conditions of Contract

Chapter 11 Proforma for Performance Bank Guarantee

Chapter 12 Check List

Chapter 13 Profile of Bidder

Chapter 14 No near relative declaration and certificate

Chapter 15 Statement of Deviations.

**8.1. Offer Letter**

- 8.1.1 The bidder shall complete the Offer Letter (Chapter-7) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 8.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Performa to be enclosed)

**8.2 Instructions for Tender Document TO THE TENDERERS**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on TCIL e-Tendering Portal <https://www.tcil-india-electronictender.com>. In addition to submitting the e-Tender documents online, they should also submit a off line Demand Draft drawn in a scheduled bank/Nationalised Bank in favour of “RailTel Corporation of India Ltd, payable at KOLKATA, towards the cost of the tender document at the following address :

RailTel Corporation of India Ltd., Chatterjee International Centre , 3<sup>rd</sup>. Floor , 33A , J. L. Nehru Road , Kolkata-700071.

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL’s e-procurement portal, and this should be done well before the deadline for bid-submission.

**8.3 Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com>. Offer form, Tender schedule & Firms Letter Heads as used must be signed by the Tenderer in each page.

- a. The rates quoted should be written in % basis & both in words and figures. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between the ‘Electronic Form’ & the ‘Main bid’ the text and the amounts etc. of the Electronic Form will prevail, and this information shared transparently with all participating bidders during online Public Tender Opening Event on ETS.
- b. The Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- c. The Tenderer should avoid any overwriting and corrections. However if such corrections & overwriting become inescapable, these are to be properly & legibly corrected. Offers with corrections/overwriting should be properly attested by the Tenderer at every correction.
- d. In case the last date for physical submission of original DD/Pay order towards EMDs/or date/time of opening of the Technical bids declared as central govt. /state govt. Or departmental holiday as declared in WB, the original EMD will be accepted up to the next working day at the same time.

- e. The purchaser reserves the right to accept/reject any or all parts of the bids without assigning reason.

#### 8.4 Earnest Money Deposit (EMD) :

The tenderer shall deposit earnest money as per BID DATA SHEET along with the tender in favour of RailTel Corporation of India Ltd., payable at Kolkata in the form of Demand Draft from any Scheduled Bank/Nationalised Bank which should remain valid for 60 days beyond the BID opening date. Tenders without earnest money /valid NSIC/MSME Certificate will be summarily rejected. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and on receipt of written request from the unsuccessful bidder and that of successful tenderer after conclusion of Contract and securing Security Deposit @ 5% of the contract value including GST.

##### 8.4.1 Forfeiture of EMD

- a) The EMD will be forfeited if tenderer withdraws its offer during the period of its validity specified in BID DATA Sheet of Tender document.
- a) In case of successful tenderer ,if the tenderer fails to sign the contract refuses to execute the contract in accordance with Para 8.4 of Tender document and to furnish Performance Bank Guarantee in accordance with Para 8.5.1 of Tender document within specific period.
- b) In case, it is found that tender document submitted by the bidder has been altered by way of tampering.
- c) If it established that near relatives of the bidder is working in the units of RailTel as detailed in the document (chapter 13).

##### 8.4.2 For NSIC/MSME registered Firm

Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD and tender cost. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work 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/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period. The firm has also to submit a declaration along with tender bid stating that: “I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to .----- ----for similar service contracts” and details as per table below:

#### Declaration of Tenders awarded under NSIC/MSME

No	No. of Tenders participated in current FY: 2018-19 with NSIC/MSME	No. of Tenders Awarded in current FY: 2018-19 with NSIC/MSME	Details of awarded		
			Tender No & Date	Name of Work/Stores	Value in Rs.

No exemption is, however, applicable to these units from payment of security deposit & Performance Bank Guarantee.

**8.5 Security Deposit (SD):**

5% of total value of the contract value including GST. EMD of the successful tenderer to retain a part of SD, balance will be recovered @ 10% of the bill amount till the full SD is recovered. The security deposit shall be released after successful completion work, duly adjusting any dues recoverable from the successful tenderer.

**8.5.1 Performance Bank Guarantee:**

The successful bidder have to furnish a Performance Bank Guarantee in the form of an irrevocable bank Guarantee amounting to 5 % of total contract value for schedule as per form in Section II chapter- 11.

**8.5.2** The Performance Bank Guarantee (PBG) to be submitted within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 30 days from the date of issue of LOA/PO, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in retendering for that work.

**8.5.2.1** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, Its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's bank.

**8.5.3** The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.B.G shall be initially valid up to stipulated date of defect liability period and 60 days beyond that. In case, the time for completion gets extended, the contractor should extend the validity of the P.B.G. up to such time for completion of defect liability period work plus 60 days.

**8.5.4** The value of P.B.G. to be submitted by the contractor will not change for variation up to (+/-) 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.

**8.5.4.1** Separate LOA/agreement for AMC after warranty period shall be entered with the contractor by RailTel. A fresh Bank Guarantee valid for AMC period for 10% of the AMC cost for a period of two years, shall be required to be submitted by the contractor for due fulfilment of AMC obligation.

**8.5.5** The Performance bank Guarantee (PBG) shall be released after a period of 3(three) months of issue of Final Acceptance Certificate commencing immediately after completion of the work.

**8.5.6** Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Bank Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

**8.5.7 No Interest on Earnest Money and Security Deposit:**

No interest shall be paid on the amount of earnest money and Security deposit held by the RailTel, at any stage.

**8.5.8 Fax Quotations & Late Tenders:**

Fax Tender documents and Late/Delayed tenders would not be considered at any case.

**8.5.9 Drawings and Specifications:**

If any tenderer happens to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information, in support of their offer being in conformity with the tender Drawing / Specification. Furthermore, duly authenticated copies of such drawings / specifications / catalogue are also to be enclosed, failing which the offer will be liable to be rejected.

**8.5.10 Attendance of Representatives for Tender Opening:**

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

**8.5.11 Other Particulars to be enclosed along with tender:**

**Following details should also be enclosed along with the tender:-**

- i) Performance statement of last three years for supply of same or similar items to Govt. Organisation, PSU State/Central, Autonomous bodies, any reputed TELCO/Data Communication Co. This Performance Statement is to be submitted in following format:-

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st extension	Qty. supplied during 2nd extension	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- ii) Details of Machinery and Plant, other equipments, testing facilities, quality management/control systems and details of technical manpower available.
- iii) Tenderers should submit documentary evidence in respect of their approval indicating current validity and approval of their equipment offered wherever necessary.
- iv) Complete Tender documents duly signed & stamped on each page in token of acceptance.
- v) **The make and model No. of the equipment offered against each schedule of requirement should be clearly mentioned in the offer along with the technical specifications of the concerned model. Enclose the complete Technical literature.**

#### **8.5.12 Rate, Taxes and Duties:-**

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, excluding CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

- 8.5.12.1** Tenderer shall quote all inclusive rates except GST, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC Code under GST Law (Indicating tax under reverse charges payable by the recipient).
- 8.5.12.2** Bidder shall issue valid tax invoice to RailTel for availing proper credit of SGST/CGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 8.5.12.3** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 8.5.12.4** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 8.5.12.5** In case of incorrect reporting of the supply made by the vendor in the relevant return leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit note.
- 8.5.12.6** Wherever the law makes it statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 8.5.12.7** In regards to works contract, the tenderer should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award LOA.
- 8.5.12.8** The imposition of any new tax and/or increase in the aforesaid taxes, duties Levies , after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon 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 state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to Railtel.

**8.5.12.9** The tenderers are to indicate the income-tax PAN details and enclose a photocopy of the same as governed by extant rules of the Govt. of India.

**8.5.12.10 Validity:**

Tenders are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

**8.5.12.11 Evaluation Criteria :**

- i) The bidder has to submit the bid in two separate sealed packed containing Technical bid in one envelope and price bid in second envelope at a single stage only at e-procurement portal only.
- ii) The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and the financial bids only of technically qualified bidders will be opened and financial bid TOE will be done in closed format.
- iii) All the technically qualified bidders may participate in the reverse auction process and RailTel will decide the bench mark/base price for starting the reverse auction based on financial quotation received and evaluated by committee.
- iv) Date and time of start of RA will be informed by RailTel on TCIL website if applicable.
- v) Once the reverse auction process is closed the lowest rate received in the reverse in the auction will be evaluated. RailTel reserved the right not to consider the lowest bid received in the reverse auction process.
- vi) Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).
- vii) RailTel may discharge the tender at any stage without assigning any reason.

Rate quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early, earlier receipt/Accountal etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/Accountal etc. if otherwise, firm's offer is found to be acceptable.

Inter-se position of the offers will be determined on total unit rate on **CIP destination basis** which will include basic rate, freight, insurance, GST and any other charges or cost quoted by the tenderer.

**8.5.12.12 The special Tender conditions, wherever, they differ from General and standard conditions will override the letter.**

**8.5.12.13 Compliance & Deviation statements:**

Compliance statement for acceptance of the Technical Specifications (Chapter-5A) and Instructions & Conditions (Chapter-4 , Chapter-5, Chapter 8, Chapter 9 and Chapter 10) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions in form in chapter-15.

**8.5.12.14 Tenderer's Comments:**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

**8.5.12.15 Tax deducted at Source:**

Statutory deduction of taxes would be made as per the prevalent rules .The PAN number may be furnished invariably.

**8.5.12.16 Addenda / Corrigenda:**

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on TCIL's e-Procurement Portal only.Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

**8.5.12.17 Ambiguity/Pre-Bid clarification Request:**

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through TCIL e-portal only.

**8.6 Bid submission & Opening:**

- 8.6.1 The bid should be submitted in one sealed cover containing Credential & Price bid document. (All documents). **(Not Applicable)**
- 8.6.2 The Bid should be submitted in single (only in original). EMD should be enclosed with the original credential bid. The envelope containing the original bid duly marked "ORIGINAL" should be sealed by the personal seal of the bidder.**(Not Applicable)**
- 8.6.3 Each and every page of bid & tender documents should be marked with numerical numbers and signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid. Page number of the documents submitted in their offer must be given in the **check list** in chapter- 12 of the tender document. **(Not Applicable)**
- 8.6.4 The envelope shall be addressed to the authority as per Bid Data Sheet.**(Not Applicable)**



- 8.6.5 The envelope shall bear name of procurement, the tender no. And the words “DO NOT OPEN BEFORE “(due date). If the envelopes are not sealed & marked properly, RailTel will not be responsible for its misplacement, premature opening late opening etc. **(Not Applicable)**
- 8.6.6 The tenderer’s bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in presence of such Tenderers/Representatives who choose to be present. **(Not Applicable)**
- 8.6.7 Bids received after due date and time shall be summarily rejected and shall not be opened. **(Not Applicable)**
- 8.6.8 **Modification & withdrawal of Bids:**

The bidder may modify withdraw or re-submit its bid online only, before the bid submission end date/time as permission available in TCIL portal.

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**Section-II**  
**CHAPTER-9**

**9.0 GENERAL TENDER CONDITIONS**

**9.1 Acceptance of the Offers:-**

The RailTel is not bound to accept the lowest or any offer and reserve to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

**9.2. Quantity to be ordered:**

RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

**9.3 Quotations for Imported items:-**

**9.3.1 Imported Stores offered by Indian Agents in Indian Currency:**

Any authorized dealer / agent / recognized industrial distributor quoting on behalf of their Foreign principal in Indian Rupees shall have to comply with the following:-

- a) To quote with tender specific authorization from the foreign manufacturer.
- b)
  - (i) While quoting on behalf of foreign principals' tenderers are required to furnish the principal's invoice / Performa invoice along with their quotation.
  - (ii) Performa invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
- c) The tenderer shall have to undertake in the tender to comply with the following:
  - i) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment, Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.
  - ii) Current and valid authorization/dealership certificate of foreign manufacturer/principal.
  - iii) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in Standard Conditions of Contract Para- 10.16.0

Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.

**9.3.2 Tenderer has to indicate the following while submitting the offer:**

- a) The precise relationship between the foreign manufacturer/principal and their agents/associates.

- b) The mutual interest which the manufacturer/principal and the Indian agent / associates have in business of each other is to be indicated.
- c) Indian agent's Permanent Account Number is to be indicated.

#### 9.4 **Payment Terms:**

##### Payment Terms:

- a) 80% of the value of the full supply of the set (UPS and Battery set) on receipt by the consignee at site duly inspected and accompanied with the following documents and any other documents mentioned in the contract:-
  - (i) TAX Invoice.
  - (ii) Delivery Challan
  - (iii) Contractor's certificate of dispatch
  - (iv) E-waybill.
  - (v) Inspection certificate issued by nominated consignee.
  - (vi) Consignee's receipt & acceptance of materials in good conditions. Also specifying that material/equipment supplied as per specifications & quantity of the material supplied are as per SOR.
  - (vii) Warranty/Guarantee certificate of OEM
  - (viii) Undertaking against Fall Clause
  - (ix) Insurance certificate.
- b) 10% value of the part supply on successful installation and commissioning at site, submission of insurance documents as per clause 8 of chapter 10 & after issue of PAC.
- c) Balance 10% will be released after expiry of warranty period & after issue of FAC.
- d) 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 Executive Director of the Region.

#### 9.5 **Inspection:**

- 9.5.1 The supplier/manufacturer shall send inspection call letter within 7 days after delivery of the materials at site. The Inspection shall be carried out at RailTel's premises by the authorized representative of Executive Director / E. Region.
- 9.5.2 The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.

- 9.5.3 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier.
- 9.5.4 The material should be offered for inspection within one week after delivery of the materials. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 9.5.5 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 9.5.6 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

**9.6 Terms of Delivery:**

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- b) Tenderer shall submit the offer clearly on CIP destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

**9.7 Certificate of Completion of works**

- 9.7.1 As soon as in the opinion of the Engineer the works shall have been substantially completed and has satisfactorily passed any final test or tests that may be prescribed, the Site Engineer shall issue a completion certificate in respect of the works and RO will issue Provisional Acceptance Certificate . Period of warranty shall commence from the date of issue of Provisional Acceptance Certificate after completion of the work of all sites. Minor defects pointed out while issuing PAC shall be attended by the contractor within reasonable period of time to the satisfaction of Engineer.
- 9.7.2 Contractor not absolved by Provisional completion Certificate (PAC): The Certificate of completion in respect of the works shall not absolve the Contractor from his liability to make good any defect, imperfection, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawing or specifications or instructions of the Engineer, which (defects , imperfections, shrinkages or faults ) fall upon the direction in writing of the Engineer, be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor the Engineer may employ, labour and material or appoint another Contractor to amend and make good such defects , imperfections, shrinkages and faults and all expenses consequent thereon

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and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**9.7.3. Approval only by Final Acceptance Certificate (FAC)**

No certificate other than Final Acceptance Certificate referred to in Para 9.7.4 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineers.

**9.7.4 Final Acceptance Certificate:**

**9.7.4.1** The contract shall not be considered as completed until a maintenance Certificate (Final Acceptance Certificate) shall have been issued by competent authority stating that the works have been completed and maintained to his satisfaction. The maintenance completion certificate shall be given by the site Engineer upon the expiration of the warranty period of or as soon thereafter as any work ordered during such period pursuant to Para 9.7.2 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the RailTel.

**9.7.4.2 Cessation of RailTel's Liability:** The RailTel shall not be liable to the Contractor for any matter arising of or in connection with the contract of the execution of the works unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate (FAC) under this clause.

**9.8 Delivery Schedule (both supply & Execution)**

- a) The tenderer should note the required delivery schedule for both supply & execution of RailTel is within 45 days after issue of PO & as given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted will be taken as commercially unresponsive to RailTel's requirement.
- b) Time for and the Date of delivery of both supply & execution as specified in tender schedule /offer form is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- c) Recover from the Contractor as agreed liquidated damages (LD) and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract. Basis is ½ of the 1% of the contract value of the work for each week or part of the week.

**9.9 Marking of Material Supplied:**

The tenderer should agree to indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each

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piece supplied, without affecting the functional utility and structural stability of the components/material.

**9.10 Procurement from Manufacturers Authorized agents / Distributors:**

Only Manufacturers or their authorized Agents/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored.

Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect.

a) Direct dispatch from the premises of the manufacturer to the consignee.

b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

**9.11** The requirement of the Tendered stores is at SECL command area, Bilaspur.

**9.12 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, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

**9.13 Issue of Confirmed Supply Orders:**

Corporate Office of RailTel will issue the Supply Orders within validity period of contract Agreement.

**9.14 Force Majeure Clause:**

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

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

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**Section-II**

**Chapter 10**

**STANDARD CONDITIONS OF CONTRACT**

**10.0 Definitions and Interpretation.**

10.0.1 In the Contract, unless the context otherwise requires;

10.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

10.0.3 "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.

10.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

10.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

10.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores ;

10.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

10.0.8. "Government" means the Central Government or a State Government, as the case may be;

10.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;

10.0.10. "Material" means anything used in the manufacture or fabrication of the stores

10.0.11. "Particulars" include-

- (a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for

the work or works as may be amplified or modified by RailTel-in charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

- (b) Drawings
  - (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
  - (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
  - (e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;
  - (f) "Proprietary mark" or "brand" means the mark or brand of a product which is owned by an industrial firm;
  - (g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- 10.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 10.0.13. "The Purchaser "means RailTel Corporation Of India Limited RailTel Corporation Of India Ltd., Chatterjee International Centre, 3<sup>rd</sup>. Floor, 33A, .J. L. Nehru Road, Kolkata-700071.
- 10.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof
- 10.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
- 10.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
- 10.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;
- 10.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
- 10.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;



- 10.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 10.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to
- (a) The consignee at his premises; or
  - (b) Where so provided the interim consignee at his premises, or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 10.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 10.0.23. Deleted
- 10.0.24. "E-Tenderer" or "E-Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.
- 10.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 10.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 10.0.27. "Purchaser's Engineer" Means Executive Director of RailTel/ER or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 10.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 10.0.29. Words in the singular include the plural and vice versa
- 10.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

- 10.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;
- 10.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 10.1.0 Parties-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 10.0.5 and 10.0.13.
- 10.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 10.6.0 and 10.6.2 shall apply to every such purchase as far as applicable.
- 10.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-
- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.
- 10.2.0. Quotations of rates by Contractors**
- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
- In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.
- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or

description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,

(i) To revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or

(ii) To terminate the contract and forfeit the Security Deposit.

#### 10.3.0. Contract.

10.3.1. This contract is for the supply & execution of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

10.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

#### 10.4.0. Security Deposit.

10.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 15 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned a sum equal to 5 per cent of the total value of the stores detailed in the contract for which the tender has been accepted, as a security for the due fulfilment of the contract.

10.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

(a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or

(b) To cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 10.6.2 shall apply as far as applicable.

10.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.

10.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract

under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

**10.5.0. Delivery.**

10.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

10.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

10.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

10.5.4. No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

**10.6.0. Time for and Date of Delivery; the Essence of the Contract-**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

10.6.1. **Progressing of Deliveries-** The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

10.6.2. **Failure and Termination:-** If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-

(a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

- (c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

**10.6.2.1 Termination for Default** - In the event of any breach of contract by the contractor, in addition to remedies available to the purchaser as above, purchaser also reserves the right to disqualify the contractor, who fails to discharge it's obligation under the contract, at any time for any specified period from future tender(s) and /or ban the business dealings with the defaulting contractor without any further notice. The decision of the purchaser shall be final and binding on the contractor.

**10.6.3 Consequence of Rejection-** If on the stores being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

- (i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- (ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.
- (iii) the purchaser authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further instalment due under the contract, or

**10.7.0. Extension of Time for Delivery-**

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

**10.8.0. Examination of Drawing, Specifications and Patterns-**

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or sealed pattern, be considered.

**10.9.0. Mistakes in Drawing.**

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

**10.10.0. Samples.**

**10.10.1 Advance Sample-** Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 10.6.0 shall apply as far as applicable.

10.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

10.10.3. Marking- Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.

10.10.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

10.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the

Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

10.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

10.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

**10.11.0. Risk of Loss or Damage to Purchaser's Property.**

10.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

10.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

10.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.

10.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

**10.12.0. Facilities for test and Examination-**

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

- 10.12.1. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.
- 10.12.2. Delivery of Stores for Test- the Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.
- 10.12.3. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
- 10.12.4. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
- 10.12.5. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.
- 10.12.6. Powers of Inspecting Officer- The Inspecting Officer shall have the power :-
- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - (ii) To reject any stores submitted as not being in accordance with the particulars.
  - (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
  - (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

**10.13.0. Charges for Work Necessary for Completion of the Contract-**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.



**10.14.0. Responsibility of the Contractor for Executing the Contract.**

- 10.14.1. Risk in the Stores- the Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.
- 10.14.2. Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
- 10.14.3. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
- 10.14.4. The provisions contained in Clause 10.19.0 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.
- Note- In respect of stores inspected after delivery at RailTel's premises the consignee will issue communication of rejection within 30 days from the date of actual delivery thereof.
- 10.14.5. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

**10.14.6. Changes in a Firm:-**

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d) Consequence of breach - Should a partner in the Contractor firm commit a breach of Sub-clause 10.14.5 above or the Contractor should commit a breach of the conditions 10.14.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 10.5.0 and 10.6.0 as far as applicable shall apply.
- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

**10.15.0. Indemnity.**

10.15.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

10.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

**10.16.0. Packing.**

- 10.16.1. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 10.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- 10.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
- 10.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 10.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 10.16.6. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
- 10.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

**10.17.0 Notification of Delivery.**

Notification of delivery or dispatch in regard to each and every instalment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway

Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

**10.18.0. Progress Reports.**

10.18.1. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

10.18.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

**10.19.0. Removal of Rejected Stores.**

10.19.1. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

10.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

10.19.3. The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to

him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

**10.20.0. System of Payment.**

10.20.1. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.

10.20.2. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.

10.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

**10.21.0. Withholding and lien in respect of sums claimed.**

10.21.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

10.21.2. For the purpose of Clause 10.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

10.21.3. Lien in respect of Claims in other Contracts

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 10.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

**10.22.0. Corrupt Practices**

10.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 10.5.0 and 10.6.0.

10.22.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

**10.23.0. Insolvency and Breach of Contract.**

10.23.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

**10.24.0. Laws governing the Contract.**

10.24.1. This contract shall be governed by the Laws of India for the time being in force.

10.24.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

10.24.3. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

10.24.4. Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

10.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 4) In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

#### 10.25.0. **Headings.**

The headings of conditions hereto shall not affect the construction thereof.

#### 10.26.0 **Settlement of Disputes/ Arbitration**

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation Of India Limited, if the value of claim is up to Rs. 10 lakh. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.



**10.27.0. Inspection & Rejection:-**

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

10.27.1 Notification of Result of inspection.- Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

10.27.2 Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

**10.28.0 Warranty/Guarantee**

10.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, 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.

10.28.2 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/ material so replaced or renewed or until the end of the above mentioned period, 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.

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

10.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

10.28.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

10.28.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 10.27.0- 2 above shall apply.

10.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

**10.29.0. Inspection at the Fag end of the Delivery Period-**

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contractor the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- (a) The Purchaser has the right to recover from the contractor under the provision of clause 10.6.2 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

- (d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

10.29.1. The Contractor shall not dispatch the Stores till such time as an extension in terms of para 10.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

10.29.2. In case where the some or the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 10.29.0above.

**10.30.0. Additional Conditions:-**

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers over ride the latter.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it:-

**Additional (Special Conditions):**

1. Purpose of Contract: The contract, which shall be deemed to be a Running contract is intended for the supply of the Stores of the descriptions set forth in the Scheduled to Tender during the period therein specified.
2. Period of Contract: Unless otherwise indicated in the schedule, the period of contract shall be one year from the date of acceptance of offer.
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. Number or quantity contracted for – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all stores as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores included in the contract, (2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.

5. Minimum/maximum order value - The value of any single supply order shall not be less than one unit and not more than the estimated quantity (150%) subject to provision of the contract.
6. Delay or default in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.
7. **Fall Clause:**
  - I. The price charged for the stores under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offers to sell stores of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.
  - II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:
    - (a) Export/Deemed Exports by the contractor,
    - (b) Sale of goods such as drugs which have expiry dates, and
  - III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

“I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), of sub-para II above, details or which are as follows: ”.
8. **Insurance**
  - I. The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or around the site for the purpose of carrying out the works on the site.
  - II. All material supplied by the contractor should be insured for the period of warranty and AMC (2+2 years). It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel.

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**Section-II**  
**Chapter-11**

**Performa for Performance Bank Guarantee**

**PERFORMANCE BANK GURANTEEE BOND**

(On Stamp Paper of Rs.100/-)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited , Chatterjee International Centre , 3<sup>rd</sup> Floor, 33A, J. L. Nehru Road, Kolkata-700071 (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No./PO No. .... dated ..... made between ..... and ..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... only). We, .....(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We, ..... Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
2. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1)

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

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

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

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

Dated the                      day of                      2018

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

Witness

1.     Signature  
       Name
2.     Signature  
       Name

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**Section-II**  
**Chapter 12**

**CHECK LIST ( To be filledup& uploaded)**

SN	Have you submitted the following documents?	Submitted /complied or Not	PageNo./ref No.of Offer
1.	Cost of tender document.		
2.	Power of Attorney (duly notarised).		
3.	Downloaded tender document digitally signed.		
4.	Earnest money amounting Rs 23,550/- as per bid data sheet- clause no. 8.4 Chapter 8.		
5.	Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 (i) Chapter 6.		
6.	Compliance statement for acceptance of Technical specification (Chapter 5A) & Instructions and Tender Conditions (Chapter 4,5,8 & 9).		
7.	Deviation Statement, if any,(Chapter wise and Clause wise ) from Technical Specification & Tender conditions.		
8.	Cost breakup of price indicating Basic rate, GST, Transportation, Insurance etc. Chapter 6.		
9.	Profile of Bidder		
10.	No near relative declaration & certificate		
11.	Annexure-A form regarding verification of documents & certificates.		
12.	Pass-phrase both for Technical bid & Financial bid separately as applicable		

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.

**Section-II**  
**Chapter 13**  
**PROFILE OF BIDDER**

1.Full name of Bidder

2.Registered Address

3.Address of Correspondence

4.Details of contact/Authorised person

Name & Designation \_\_\_\_\_

Address \_\_\_\_\_

Tele phone (Land Line) \_\_\_\_\_ Mobile \_\_\_\_\_

E-Mail ID \_\_\_\_\_ FAX \_\_\_\_\_

5. Type of Firm/Company/Agency: Private Ltd./Public Ltd./Co-Operative/PSU/Proprietary (Please tick the appropriate).

6. Name(S) of Directors/Partners/Proprietor

7. PAN/GIR/TIN No. : \_\_\_\_\_  
(Copy enclosed)

8. GST Registration : \_\_\_\_\_  
(Copy enclosed)

9. Earnest Money details : DD/Bankers cheque No. \_\_\_\_\_ dated \_\_\_\_\_

For Rs. \_\_\_\_\_ drawn on bank \_\_\_\_\_ .

10. Bank Account details of the bidder :

a. Name and address of Bank :

b. Account no.

c. MICR no.

d. IFSC code of Branch

I/We hereby declared that the information furnished above is true and correct

( Signature of the Bidder/authorised signatory)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal :



**Section-II**  
**Chapter 14**

**NO NEAR-RELATIVE DECLARATION AND CERTIFICATES**

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership Firms/Companies/Agencies)

I \_\_\_\_\_ son/daughter/wife of Shri \_\_\_\_\_

\_\_\_\_\_ proprietor/Partner/Director/Authorised

Signatory/Representative of M/S \_\_\_\_\_ (Name and address of the bidder) is competent to sign this declaration/certification and execute the tender document regarding “Supply, Installation & commissioning of UPS at different locations of SECL, Bilaspur in RailTel Corporation of India Limited, Eastern Region”.

I \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_ hereby certify that none of relatives of mine/Proprietor/Partners/Directors of the Firm/Company/Agency is/are employed in the units where he/she is going to apply for the tender.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same.

I also certify that our Firm/Company/Agency will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

I also hereby certify that the Firm/Company/Agency namely M/S \_\_\_\_\_

\_\_\_\_\_ is currently not black listed or debarred by RailTel , or any other Govt. Department from taking part in Govt. Tenders .

The information/documents furnished here and along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Bidder/Proprietor/Partners/  
Director/Authorized Signatory)

Full Name \_\_\_\_\_

Date:

Address:

Place:

Seal:

**Section-II**  
**Chapter 15**  
**STATEMENT OF DEVIATIONS**

**PROFORMA FOR STATEMENT OF DEVIATIONS**

- I. The following are the particulars of deviations from Schedule of Requirement, E-Tender Instruction to Bidder, Additional Instructions to Bidders, Instruction to Tenderers (Section-I).

**Schedule of Requirements (Chapter-1)**

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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**Instruction to Bidders (Chapter-3)**

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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**Additional Instructions to Bidders (Chapter-4)**

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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**Technical Specifications (Chapter-5A)**

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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- II. The following are the particulars of deviations from Instructions to the Tenderers (Section-II).

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indication “ no deviations” .

SIGNATURE AND SEAL OF THE  
MANUFACTURER / TENDERER.

**Section-II**  
**Chapter 16**  
**List of Locations (Tentative)**

<b>S No</b>	<b>Area</b>	<b>Location</b>
1	Raigarh	Gareplma CHP Bldg
2		Gareplma Tower
3	J & K	Govinda SAO
4	Sohagpur	Bangwar Colony Repeater
5		Bangwar Mines
6	Johilla	Vidya Road gate
7		Kanchan Gate
8		Pipariya Colliary
9		Umaria Colliary
10	Hasdeo	Rajnagar OCM SAO
11		Rajnagar RO SAO
12	Chirimiri	Jet Hostel
13		WCC Repeater
14		WCC gate Repeater
15		Bartunga Hill Mine
16	Bishrampur	Ketka Sub station
17		Amgaon SAO
18	Bhatgaon	Mahamaya Gate
19	Baikunthpur	Katkona BSNL Repeater