

Terms and Conditions of the bids to be invited on GeM (Government e-Market place)

Information to Bidder for the “Supply, Installation & Commissioning of 62.5 KVA DG Set for Guwahati, Asansol and Kharagpur RailTel PoPs”

Ref: GeM Bid No. GEM/2019/B/249389 Dt. 04.06.2019

1. The item/Items in this bid should be quoted as per the scope of work and vendor should give compliance to SOW. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com.
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/ Software & License. Thus, all hardware/ Software & License required for enabling the support/feature shall be included in the offer.
3. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.

In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate.

4. Equipment offered shall have complete data sheets and detailed description on OEM websites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. The bidder should provide detailed price break up (taxes etc.) of the cost of the equipment along with the bid.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. Delivery period: 30/45 days (30 days for Kharagpur & Asansol and 45 days for Guwahati) from the date of PO.
8. Inspection: Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's/supplier's works by RailTel's authorized representative.
9. The details of the consignee are filled in the GeM bid. The location where material is to be installed is available on RailTel website.

10. Tender Cost & Earnest Money Deposit (EMD)/Bid Security:

10.1 Tender Cost: Estimated cost of the Tender is Rs. 25,34,040/-

10.2 Earnest Money Deposit (EMD)/Bid security: Rs. 50,681/- in the form of Pay Order/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at Kolkata. The Bid received without EMD will be summarily rejected.

11. This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”
The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

12. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period as per format (Annex-V).
- ii. The security deposit/PBG shall be submitted to **RailTel Corporation of India Ltd., 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata-700071.**
- iii. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of “RailTel Corporation of India Ltd” payable at Kolkata.

13. Eligibility Criteria for OEM:

- a. The Equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted offline/online.
- b. Deleted.

- c. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted offline/online.

(The bidder will have to submit the proof of establishment for the facility)

- d. Deleted.

14. Eligibility Criteria for Bidder:

- a. The tenderer should have executed order of Supply, Installation & Commissioning of 62.5 KVA DG Set during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following:

(A) Single order of at least 35% of tendered value.

OR

(B) Two orders of at least 20% each of tendered value

OR

(C) Three orders of at least 15% each of tendered value.

Satisfactory Performance certificate issued by customer/s for the Purchase Orders/Work Orders should be enclosed.

- e. The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year plus three previous financial years). The bidder should provide Audited Balance Sheets annual reports as documentary evidence and for current year, the Statutory Auditors' certificate for turnover of current year up to the date of bid opening for which balance sheet may be not available. In case of photocopy of Balance Sheet the same should be certified by Chartered Accountant as true copy.
- f. Bidder should have authorization specific to this tender from respective OEM as per Annex-III

15. Purchaser's Right to Vary Quantities:

The Purchaser reserves the right to increase or decrease the ordered quantity up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the contracted quantity up to 25% during the currency of the contract at the contracted rates. Bidder is bound to accept the order accordingly.

16. SPLITTING OF QUANTITY-

16.1 Deleted.

16.2 In case bidder claims PMA, Government of India Guidelines/ Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

17. WARRANTY:

17.1 The materials are to be warranted for 2 years from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in materials, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

17.2 SLA:

After having been notified of the defects service requirement during warrantee period, Seller has to complete the required Service Rectification within time limit of max 7 days. If the seller fails to complete service rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller and up to max of 100% of Unit Price of the product.

Seller can deposit the penalty with the buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

18. Delivery Period

The supplier will have to supply the material within 30 days (for Kharagpur & Asansol) and 45 days (for Guwahati) from date of issue of confirmed LOA/PO including installation thereof. If materials is not supplied within the approved delivery period then penalty of 0.5% of the undelivered/ uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

19. Long Term Maintenance Support: Deleted.

20. Payment Condition:-

- i. Deleted.
- ii. 80% payment against full supply of equipment warranty support document etc. 20% payment after successful installation & commissioning, functional acceptance, Sign Off

and submission of PBG for an amount equivalent to 10% of the PO value. The following documents are to be submitted for payment:

- a. Original invoice
- b. Delivery Challan
- c. Original Consignee receipt with GRN No.
- d. Original Inspection Certificate
- e. Insurance Certificate
- f. Warranty Certificate of OEM
- g. Copy of BG
- h. Certificate of receipt of Goods & installation thereof from RailTel.

21. Offline Submissions:

The bidder is required to submit the following documents offline to **RailTel Corporation of India Ltd., 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata-700071** before **12:30 Hrs of 25.06.2019**. In a Sealed Envelope. The envelope shall bear 'DO NOT OPEN BEFORE' (due date & time). The offline documents shall be opened at **13:00 Hrs of 25.06.2019**.

- i. EMD
- ii. MAF/OEM Authorization Letter (as per Annexure-III).
- iii. BOQ of DG Set
- iv. Data Sheet of offered equipment
- v. Financial and Technical Eligibility Criteria documents
- vi. Technical Compliance of Specification/Scope of Work as per Annex-I.
- vii. Certificate from the department against the Eligibility criteria for OEM para 13.
- viii. Deleted

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the **“Information to the Bidders”** document is mandatory. Any deviation/ non – acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum/addendum/amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by GeM against **GeM Bid No. GEM/2019/B/249389**.

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel terms & Conditions will prevail.

SCOPE OF WORK

The scope include the following:

1. Supply of DG Set as per specification including installation and commissioning materials.
2. Transportation, loading & unloading of DG set from place of manufacture to the delivery locations indicated in Annexure-IV.
3. Erection of foundation for DG Set as per specification.
4. Earthing of DG Set as per specification.
5. Supply and laying of Power cable from DG Set to electrical distribution point including cable laying, termination of cable at AMF Panel and at Change over switch at electrical distribution point.
6. Placement of DG Set on erected platform.
7. Testing run of the DG Set checking of various parameters.
8. Any other work involved in installation and commissioning work.
9. Warranty maintenance support of DG Set.
10. Documentation related to DG Set installation
11. OEM warranty Certificate to be provided.
12. Toll free number and e-mail id to be provided for technical support.

PROFORMA FOR LONG -TERM MAINTENANCE SUPPORT

(To be signed by the O.E.M.)

Deleted

Annexure – III

Dated:.....

**The Executive Director
RailTel Corporation of India Limited,
16th Floor, Chatterjee International Centre,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071.**

Sub.: Manufacturer Authorisation form (MAF) to M/s.....for.....

Ref. : GeM Bid No.....dated.....

Dear Sir,

We, M/s.established and reputed manufacturer and service provider of
..... (Product details), having our registered office at
We hereby authorize M/s(bidder name), office award of the
bid to execute the supply and installation & commissioning of our range of products
against your above said bid.

We further extend warranty for Years for our range of products offered by M/s
..... Against the above said bid.

Thanking You,
Best Regards,

Authorised Signatory

Consignee Details

The Consignee site details are available on RailTel Website www.railtelindia.com

Name	Address	State	City	Pin code	Quantity	Delivery days	Mobile No.
Shri Ranvijay kumar	Sr. Manager, RailTel Corporation of India Ltd., Divisional Railway Manager's Office, Kharagpur, South Eastern Railway, Kharagpur - 721301	West Bengal	Kharagpur	713301	01	30	9771444115
Shri Hemant Kumar Singh	RailTel Corporation of India Ltd., 7Ghz. Microwave Compound, Divisional Railway Manager's Office, Eastern Railway, Asansol - 713301	West Bengal	Asansol	713301	01	30	9007044141
Shri Abhijit Sarkar	RailTel Corporation of India Ltd., 3rd Floor, Ramanand Tower, Federal Bank Building, Opp. Nandan, GS Road, Palton Bazar, Guwahati - 781001.	Assam	Guwahati	781001	01	45	7086022990

Performa for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

In consideration of **the RailTel Corporation of India Limited, 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru road, Kolkata – 700 071** (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on 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 as 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, (name of 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 or 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 effect of so relieving us.

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

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

Dated theday of 20....

for

(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :