

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

ELECTRONIC TENDER

DOCUMENT (Open Tender)

**E-bids for the “Supply of 230 VAC to 48 V DC Rack mounted
Charger with 6.25 A SMR’s (2+1), 12 V/100AH VRLA
(Maintenance free) Batteries and Rack mountable SMPS based
AC-DC Converter (230V AC-48V/40 A DC)”**

E-TenderNo.RailTel/Tender/NR/Power Plant/2019-20/2,Dated 20.06.19

Due for Opening on X.X.2019 at 15.30 hrs



**RailTel Corporation of India Limited
(A Govt of India Enterprise)
Regional Office: 6th floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110 053**

OPEN TENDER NOTICE

E-Tender Notice No. RailTel/Tender/NR/2019-20/POWER PLANT/2

Dated 20.08.19

RailTel Corporation of India Ltd. (RailTel) invites e- Bids for “Supply of 230 V AC to 48 V DC Rack mounted Charger with 6.25 A SMR’s (2+1), 12 V/ 100AH VRLA (Maintenance free) Batteries and Rack mountable SMPS based AC-DC Converter (230V AC-48V/40 A DC) ” The details are as under:

E-Tender down loading	From 20.08.2019 to 10.09.2019 upto 15:00 hrs ONLINE ONLY
Last date & time of submission of bids:	Up to 15:00 hrs on 10.09.2019 ONLINE ONLY
Date & time of opening of bids:	At 15:30 hrs on 10.09.2019 (If the date of opening happens to be a holiday the tender will be opened on next working day at same time.) ONLINE ONLY
Approximate cost:	Rs. 29,85,410/-
Earnest money:	Rs. 59,800/-
Validity of offer:	45 days from the date of opening of tender.
Web address for availability of tender document and submission of tender	<u>www.ireps.gov.in</u>
Cost of Tender Document:	Rs. 5,900/- (Five Thousand Nine Hundred only)- incl'd GST @18%

Note:

1. Tender can be viewed and submitted through website www.ireps.gov.in only. Printed copy of tender document will not be sold from RailTel Office. Tender document can be seen on RailTel’s website www.railtelindia.com.
2. Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gateway (through IREPS) only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).
3. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by 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.

4. “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to 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 given in tender document. 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 Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.
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.
6. JV/Consortium are not allowed.
7. Tender without earnest money shall be summarily rejected.
8. Tender without Notorized FORM 2 shall be summarily rejected. (Notorized affidavit Must be submit before 15:00 hrs on X.X.19)
9. In case E-bidder happens to be a NSIC/MSE E-bidder, the documentary evidence for same shall be submitted.
10. The E-bidder shall make sure that the Pass-Phrase to decrypt the relevant E-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.

**General Manager/Project
For RailTel Corporation of India Ltd**

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Chapter I

OFFER LETTER

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

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender no. RailTel/Tender/NR/POWER PLANT/2019-20/2, Dated 20.06.19** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present contract.

2. A sum of **Rs. 59,800/- (Rupees Fifty Nine Thousand Eight Hundred Only)** as amount has to be paid online 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 30 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S)

ADDRESS

- 1.
- 2.

Chapter II

SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)

Tender No. RailTel/Tender/NR/POWER PLANT/2019-20/2

Dated: 20.06.19

1. SOR-A

SN	Description	Unit	Qty	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	SMPS Based Battery Charger with 48 V DC/ 6.25 A (2+1)	Nos.	190	14506.13	2756164.58
Total estimated Cost					27,56,165

Tenderer's offer.: " I/We hereby offer to do the work at following rates

In Figure	% Above/Below/At par the Schedule of rates
In Words	% Above/Below/At par the Schedule of rates

2. SOR-B

SN	Description	Unit	Qty	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	12V/100 AH VRLA Batteries (Maintenance free)	Nos.	8	8464.53	67716.24
Total estimated Cost					67,716

Tenderer's offer.: " I/We hereby offer to do the work at following rates

In Figure	% Above/Below/At par the Schedule of rates
In Words	% Above/Below/At par the Schedule of rates

3. SOR-C

SN	Description	Unit	Qty	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	SMPS Based AC-DC Converter (230 V AC-48 V/40 ADC)	Nos.	4	40382.22	161528.88
Total estimated Cost					1,61,529

Tenderer's offer: " I/We hereby offer to do the work at following rates

In Figure	% Above/Below/At par the Schedule of rates
In Words	% Above/Below/At par the Schedule of rates

Note:- Above quoted rates are including all type of applicable taxes.

In case above/below/at par is not mentioned, it would be considered below.

1. The material should be supplied as per Technical Specifications given in Chapter V.
2. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight upto destination) including unloading at consignee premises and other levies, if any as per Annexure-A.
3. Total value quoted in words is treated as final.

Signature of the Tenderer

[illegible]

Chapter II-A

These are the Special Instructions to the Bidders for e -Tendering.

Note:-E-Tendering Instructions to Bidders terms given in others chapters shall be superseded by the terms given in Chapter-2A.

1. Order of Priority of Contract Documents:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- a) Agreement
- b) Letter of Acceptance of Tender
- c) Notice Inviting Tender
- d) Bid Data Sheet
- e) Schedule of Requirements
- f) Instructions to the Bidders
- g) Annexure/Appendix to Tender
- h) Form of Bid
- i) Commercial Terms and Conditions of the Contract
- j) Technical Specifications
- k) Relevant Codes and Standards
- l) Drawings

2. Submission of Bids only through online process is mandatory for this Tender

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-Procurement system (IREPS).

Benefits to Suppliers are outlined on the Home page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

3. Tender Bidding Methodology:

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

IREPS Helpdesk Please visit Helpdesk section on IREPS Portal. RailTel Contact-1 (for general Information)

RailTel's Contact Person /Designation
Kanchan Pangtey, Asst.GM/ Project/Store
Telephone/ Mobile 9717644131
E-mail ID kanchanmartolia@railtelindia.com

RailTel Contact-II (for general Information)
RailTel's Contact officer
YPS Malik, GM/Project
Telephone/ Mobile: 9717644215
E-mail ID: ypsmalik@railtelindia.com

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

The entire bid-submission would be online on IREPS Portal. Broad outline of submissions are as follows:

- a. Submission of Earnest Money Deposit (EMD)
- b. Submission of digitally signed copy of Tender Documents/Addenda
- c. Single Packet
- d. Online response to Terms & Conditions of Tender.
- e. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

5. Offline Submissions:

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

- a. In case bidder happens to be an eligible MSE, the documentary evidence for same shall be submitted.
- b. Passwords of Price Bid file in separate sealed envelope.
- c. Format for Affidavit as per Form- 2 failing which BID SHALL BE SUMMARILY REJECTED.

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

6. Submission of Eligibility Criteria related documents:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE. NOTE: Incase of internet related problem at a bidder 'send, especially during

‘critical events’ such as- a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder’s responsibility to have backup internet connections.

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

7. Instructions for Tender Document TO THE BIDDERS.

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS portal, and this should be done well before the deadline for bid-submission.

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

9. Fax Quotations & Late Tenders:

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

10.Attendance of Representatives for Tender Opening:

Representatives of bidders 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.

11.Addenda/ Corrigenda:

RailTel may issue Addenda/ Corrigenda to the tender documents 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 IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

12. Ambiguity/Pre-Bid Clarification Requests:

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 emails to RailTel Contacts defined above.

13. Bid submission and Opening date:

- a.** The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- b.** Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelop to the tendering authority before the due date and time of submission of the e-Tender.
- c.** The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.
- d.** Bids received after due date and time shall be summarily rejected and shall not be opened.

CHAPTER III

Commercial Terms & Conditions

1. Offer letter and Validity of Offer

1.1 The tenderer shall necessarily satisfy the eligibility conditions as listed below:

- (a) The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.
- (b) The GST registration is required to avail GST Credit; tenderer should be registered with GST department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer is summarily rejected.
- (c) The offer should remain valid for a period of 45 days from the date of opening.
- (d) All materials should be quoted as per Technical specifications given in Chapter V.

1.2 Technical Criteria:

- (a) The tenderer must have experience of execution of similar works. He should have completed at least one single similar work of a value not less than 35% of the estimated cost of tenders in the current and the last 3 financial years before the date of opening of this tender for Govt/PSUs/Reputed Telcom service providers. Documentary evidence for the completion of such experience with satisfactory performance must be furnished along with the offer.
- (b) Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria.
- (c) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered.

1.3 Financial Criteria

- (a) The tenderer should have received total contract amount of 150% of the estimated cost of tender in the last three financial year (i.e 2016-17, 2017-18 & 2018-19) and current year up to the date of opening of tender.
- (b) The tenderer should produce the Audited Profit/Loss account and Balance Sheet for the last 3 financial year (i.e 2016-17, 2017-18 & 2018-19) and current year.

1.4 System of verification of Tenderer's credentials:

- (a) Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.
- (b) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the 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.
- (c) “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 Form- 2. Non-submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”
- (d) The RailTel reserves the right to verify all statements, information and documents submitted by the Bidder in his tender offer, and the Bidder shall, when so required by the RailTel, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- (e) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

2. Warranty

- 2.1 The materials are to be warranted for **30 months** from date of delivery. The bidder shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection,

deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- 2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later, if any defect is not remedied within a reasonable time, the Purchaser may proceed accordingly at the contractor's risk and expenses, but without prejudice to any rights which the Purchaser may have against the contractor in respect of such defects.
- 2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

3. Delivery of material:

The Materials should be supplied within 60 **days** of issue of "Purchase Order" and should be delivered to the consignees as per Purchase Order.

3.1 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 (Carriage and Insurance Paid) 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.

4. Payment Terms

90 % of the value of the order on receipt of materials at site duly inspected and accompanied with the following documents:

- Tax Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier
- Insurance Certificate
- Certificate for Fall Back clause
- Contractor's Certificate of dispatch
- Performance bank guarantee as per clause no.5.1
- On receipt of materials at site with ERP generated GRN No.

Balance 10% value of the PO, after full supply at site.

Bill Passing Authority: GM/Project

Bill Paying Authority: Add.GM/Fin

5. Performance Bank Guarantee (PBG)

5.1 The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 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 PG even after 60 days from the date of issue of LOA, 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 re-tender for that work.

5.2 “A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel’s bank through SFMS (Structured Financial Messaging System) 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 advise of BG through SFMS to the RailTel’s bank.”

5.3 Performance Bank Guarantee of 10% of the total value of the order is required to be submitted and should be valid for a period of 4 months beyond warranty periods. On expiry of the warranty period and issue of the certificate of final acceptance of the entire system the Performance Bank Guarantee will be refunded or Bank Guarantee released to the contractor after adjustment of any dues payable by the contractor.

6. Taxes & Duties

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

- 6.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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 notes.
- 6.5. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all

type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

- 6.6. 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.
- 6.7. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.8. 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 with-hold 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.
- 6.9. In case of imported equipment: -
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

7. Liquidated Damages

The timely delivery is the essence of this project, Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of **10 % of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

8. Transportation

The rates quoted should be F.O.R. destination. (Free on Board destination).

9. Statutory Deduction

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

10. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable. The rates quoted by

the bidders shall be compared/evaluated item wise and the Purchase order for each item of the SOR shall be placed on lowest bidder for each item. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 7 days of issue of Purchase Order, give his acceptance.

11. Purchaser's Right to Vary Quantities

The Purchaser reserves the right to **increase or decrease** by **upto 25 %** of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

12. Splitting of Quantity

DELETED

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

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

14. Issue of Advance Purchase Order - Deleted

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

16. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 5 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

17. Earnest Money Deposit (EMD)

A sum of Rs. , 2% of total tender value for respective tendered section should be deposited as earnest money in favour of RailTel Corporation of India Ltd., payable at New Delhi through online portal of IREPS. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected. For multiple sections, the EMD amount will be 2% of the total tender value for the total number of sections, which he has quoted.

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

i. They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

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

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

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

18. BID PRICES, Taxes & Duties

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

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

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

19. Clause wise Compliance

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

20. Provenness of the material/equipment supplied:

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

21. Training - Deleted.

22. Inspection

22.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's/RDSO (as applicable). The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

22.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.

22.3 In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

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

23. Force Majeure

Force majeure shall mean -

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

24. Settlement of Disputes

For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

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

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

Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

25. Governing Laws

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

26. Termination for Default

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the order/contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser.

In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the order/contract to the extent not terminated.

27. Termination for Insolvency

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

28. Deleted

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

This e-tender should be duly submitted online using the e –procurement portal <https://www.ireps.gov.in>.

29.1 Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Regional Office, RailTel Corporation of India Ltd. Delhi IT Park, Block-III, 6th Floor, Shastri Park, New Delhi-110053 14:30 Hrs of X.X.2019 in a Sealed Envelope. The envelope shall bear 'DO NOT OPEN BEFORE' (due date & time). The offline documents shall be opened at 15:30 Hrs of X.X.2019. Bids without these off line submission of documents shall be rejected.

- i. In case bidder happens to be an eligible NSIC/MSME, the documentary evidence for same shall be submitted with validity period.

- ii. Tender without Notarized FORM 2 shall be summarily rejected. (Notarized affidavit must be submitted before 15:00 hrs on X.X.19).
- iii. The E-bidder shall make sure that the Pass-Phrase to decrypt the relevant E-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.

Note: The Bidder has to upload the scanned copy of all above original documents as Bid-Annexure during online Bid-Submission.

30. UNIT PRICES

- 30.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, charging for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunt charges, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.
- 30.2 The prices shall include all taxes, duties, Royalty and levies applicable on this contract. Therefore, the bidder should quote their prices taking into account the rate of GST/IGST/CGST/SGST or any other tax leviable on contract. The breakup of price of each item of SOR in terms of basic Unit price, GST/IGST/CGST/SGST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 30.3 The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, custom handling, cost of storage in custom and other locations during execution of work, loading-unloading and handling of materials and road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 30.4 The price to be quoted by the tenderers should take into account the credit availed on inputs credit under the GST law. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard shall submit the details of breakup of GST and other Tax and Surcharge & Cess on these, so that RailTel can avail the input GST credit benefit. The firm will furnish documentary evidence of such duties/taxes paid, to enable the purchaser to avail GST credit.
- 30.5 The prices quoted in the contract shall be inclusive of all taxes i.e. custom duty, GST levied by any statutory authority, or any other tax. The tenderer will indicate the details of taxes included in the unit price. Offer received without specific details/ breakup of various taxes included in the unit prices are liable to be summarily rejected.

The purchaser shall make statutory deductions if required to do so. The deducted amount shall

be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.

- 30.6 All taxes, duties and levies arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule. Arrangement for all permits/licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the contractor will have to make his own arrangements. RailTel shall facilitate by way of authorization /request letters whenever needed. Import license of RailTel can be used for materials procured under high sea sale.

31. Fall Back Clause:

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

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

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

Chapter IV

Form-1

GURANTEE BOND FOR SECURITY DEPOSIT

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

In consideration of the RailTel Corporation of India Limited, registered & regional office at 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053. (Hereinafter called "the RailTel") having agreed to exempt (M/s. Party Name and Address)..... (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.(LOA/PO No.) Dated.....(LOA/PO date) made between and..... for (Name of Work/Supply) (hereinafter called " the said Agreement") of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We,.....(Bank Name and Address)) hereinafter referred to as " the Bank") at the request of. Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said PO/Agreement.

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

3. We, Bank (Bank Name and Address) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

4. We,. Bank (Bank Name and Address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said PO/Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this

Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the..... We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

8. Notwithstanding anything contained herein,

Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)

This Bank Guarantee shall be valid upto and

we are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before(date of expiry of guarantee)

Dated the day of 2019

for

(Indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

Form - 2

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

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

I.....(Name and Designation)** appointed as the attorney/authorized
signatory of the tenderer (including its constituents),

M/s_____ (hereafter called the tenderer) for the purpose of the Tender
documents for the work of _____ as per
the tender No. _____ of (-----RailTel), do hereby solemnly affirm and state on
the behalf of the tenderer including its constituents as under:

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

8. I/we also understand the if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee 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 tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

Form-3

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

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

Commercial Terms & Conditions (Chapter -III)

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

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

Chapter V

A) SPECIFICATIONS FOR 230 V AC to 48V DC Rack mounted Charger with 6.25A SMR's (2+1):

1. The charger should be mountable on standard telecom rack i.e. 600x400 mm (width x depth).
2. It should be capable of working in ambient temperature of -5 to +52 degree C.
3. It should be capable of working within the input AC voltage range 165 to 260 V and frequency range of 47 to 53Hz.
4. Indication for availability of AC mains to the unit should be provided as LCD display or in the form of LED.
5. The nominal output DC Voltage should be 48 to 52V with a range of 48 to 56V.
6. The output current should be 12.5A with 6.25A (min.) SMRs in 2+1 Configuration. In case the higher capacity SMRs are being provided, these should be in N+1 configuration where N indicates the numbers of SMRs being provided to cater the rated load (12.5A or higher) of the unit. The SMRS shall work on current sharing basis for a maximum combined output of 18.75A of main + stand-by SMR's.
7. The output load & line regulation should be +/-1%.
8. The output ripples should not be more than +/-3%.
9. All the circuit breakers and fuses provided on the unit should be of proper rating and well leveled.
10. The unit should be provided with following potential Free contacts (Normally open) for extending the alarms to the NMS:
 - i) AC mains fail
 - ii) Group alarm
 - iii) Low DC alarm
11. The Group alarm as indicated in item No. 6 above shall also be available in case any of the SMR gets faulty in addition to other problems related with input/output supply or unit.
12. The Low DC alarm shall either be fixed at 46 V or should be adjustable between 42 to 47V.
13. There should be an arrangement of earthing at the unit on its body.
14. The following protections should be provided with the unit:
 - i) Transient and surge protection
 - ii) Lightening protection
 - iii) Over voltage protection at input and Output
 - iv) Overload protection at output
 - v) Reverse battery protection.
 - vi) Battery LVD (preferably adjustable and in case fix then 41.5 V DC).
15. The charger should have an arrangement for the charging of the batteries (48 V up to 42 AH) with LVDS.
16. There should be built in protection against high surge and transient, there should be delay in input switching upon mains recovery to protect the charger from high surges and transient, upon switching on.
17. There should be protection against lightening and it should be possible to replace the protection tube without opening the unit (external arrangement).
18. There should be digital display/analogue meter to display the values of, input & output

voltage, battery voltage, load Current and charging current.

B) SPECIFICATIONS OF 48V, 100AH BATTERY SET:

1. The battery set should consist of VRLA (maintenance free)/SMF batteries.
2. The one set of battery should consist of 4 Nos. of 12V, 100AH capacity batteries
3. It should be capable to work on High Temperature Ranging from 27⁰C to 52⁰C.
4. Max. Dimensions should be 396mmX176mmX224mm in length, width, height.
5. Max. Weight should be 35 Kgs.

C) SPECIFICATIONS OF SMPS Based AC-DC Converter (230 V AC-48 V/40 ADC):

1. Single phase, voltage range:150-275 VAC.
2. Frequency 47-53 Hz,Input current 12 A.
3. Output –Nominal voltage -48 VDC.
4. Output voltage Span-48V-56V DC adjustable.
5. Output current :40 A.
6. Special feature-LED indication for AC fail, module Fail,LCD display of Input and Output Voltage and Current.
7. Easily Replaceable External Lightening protection Tube.

END OF THE DOCUMENT