



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

**E-TENDER DOCUMENT**

**FOR**

**Name of Work : Supply of O&M accessories & Consumable items at  
Mahalaxmi Stores of RailTel Corporation of India Ltd. Western Region,  
Mumbai**

**Tender No. RailTel/WR/E-Tender/OT/2019-20/Consumables-MX-R dtd:26.09.19**

RailTel Corporation of India Ltd.,  
Western Railway Microwave Complex,  
Opp.Ambika Mill, ,Senapati Bapat Marg,  
Mahalaxmi (West), Mumbai-400013.

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**No. RailTel/ WR/E-Tender/OT/2019-20/Consumables – MX-R  
E-TENDER NOTICE**

RailTel Corporation of India Ltd., Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013 invites Open E-Tender from established and reliable manufacturers/Suppliers for **“Supply of O&M accessories & Consumable items at Mahalaxmi Stores of RailTel Corporation of India Ltd. Western Region, Mumbai”**.

**Details of section which are being tendered is as enclosed**

1	Tender No.	RailTel/WR/E-Tender/OT/2019-20/Consumables-MX-R dt. 26.09.2019
2	Last date & time for submission of tender	18.10.2019 up to 15:00 hrs.
3	Opening date & time of tender documents.	18.10.2019 at 15:30 hrs.
4	Validity of offer	120 days from the date of opening of tender.
5	Completion Period	30 days from the date of issue of Letter of Acceptance.
7	EMD	Rs. 99900/- (Rs. Ninety Nine Thousand and Nine Hundred Only)
8	Web address for availability of tender document and submission of tender	www.ireps.gov.in
9	Cost of Tender document	Rs. 3540/- (including GST @18%)

- (i) The rates should be inclusive of taxes, however, breakup of all the taxes charged by the bidder shall be shown separately. The tenderer has to submit the breakup of all taxes at the time of submission of their “Tax invoices” also. The tenderer has also to submit their GSTIN No. at the time of submissions of their “Tax invoices”. In addition to it, the contractor should submit copy of GSTIN registration certificate for the states wherever applicable. PF Account & ESI registration no. should also be available with the contractor. All the statutory provisions have to be made by the contractor. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendor should file GST return and transfer credit of GST in RailTel account as per GST procedure.
- (ii) Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender, the following exemption shall be available (a) They shall be exempted from cost of tender document. (b) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as per NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as per NIT, along with their offer otherwise their offer would not be considered.

- (iii) All future information viz. corrigendum/addendum/amendments etc. for this tender shall be posted on e-tender portal only.
- (iv) The offers shall be opened on above said date, in the presence of those bidders, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.
- (v) Late/Delayed/incomplete tenders and tenders with insufficient EMD and tender document fee will be summarily rejected.
- (vi) Tender can be viewed and submitted through website [www.ireps.gov.in](http://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](http://www.railtelindia.com)
- (vii) Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).
- (viii) 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.
- (ix) “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 (**Annexure VII**). Non submission of an affidavit by the bidder shall result in summery 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.

**For Executive Director,  
Western Region,  
For and on behalf of RailTel Corporation of India Limited**

**Check List for Tenderer before submission of Tender:**

<b>Sr. No.</b>	<b>Item</b>	<b>Remarks</b>
1	Tender Document Cost (On line payment)	
2	Earnest Money Deposit (On line payment)	
3	Offer Letter duly signed by authorized signatory	
4	Upload Digitally Signed Copy of Tender Document/ Corrigenda/Addenda (Clause 35.4 of Chapter-4 of Tender Document )	
5	Eligibility / Credential Certificate	
6	Affidavit Form No. 17 (duly Notorised )	
7	Authorization letter addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary/authorized partner of OEM	
8	Power of Attorney to Signing the Bid	
9	If the Firm is registered with MSME/NSIC, the Valid Certificate with same scope of work as per Tender	
10	Complete technical data and particulars of the equipment offered, as specified in the Tender	
11	Schedule of Requirements with price for all Items	
12	GST Registration Details	
13	Break-up of taxes/duties as per proforma	
14	Additional Documents enclosed with offer, if any	

Signature of the tenderer

**Chapter I****OFFER LETTER**

To,  
**RailTel Corporation of India Limited,**  
**Western Railway Microwave Complex,**  
**Senapati Bapat Marg, Mahalaxmi,**  
**Mumbai – 400 013.**

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 **120 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 the Schedule of Requirement under Tender No.: RailTel/WR/E-Tender/OT/2019-20/Consumables-MX-R to **RailTel Corporation of India Limited** at the rates quoted in the attached Schedules and hereby bind myself/ourselves to complete the supply of material as per the Schedule of Requirement within **30 days** from the date of issue of Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by RailTel for the present contract.

2. A sum of Rs. 99,900/- (Rs. Ninety Nine Thousand and Nine Hundred Only) has been submitted online in favor of RailTel Corporation Of India Ltd. Receipt No \_\_\_\_\_ Dt. \_\_\_\_\_ is herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I / We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

RailTel’s Bank account details for Tender Document Cost & Earnest money Deposit are as below:-

1	Name of the Branch & Address	State Bank of India , churchgate Branch, Maharshi Karve Marg, Mumbai- 400 020
2	Name of Account Holder	Railtel Corporation of India Limited
3	Account No.	11037321307
4	IFSC Code	SBIN00001821
5	Branch Code	001821

**SIGNATURE OF SUPPLIER (S)**

**Date**

**SUPPLIER (S) ADDRESS**

## **CHAPTER II**

### **SCHEDULE OF REQUIREMENTS**

**Please see page (27)**

**GENERAL CONTRACT TERMS & CONDITIONS**

**1. General instructions**

- 1.1 Tenders are invited on behalf of RailTel Corporation of India Limited, Western Region, and Mumbai from Original Equipment Manufacturers (OEMs) of tendered item as detailed in SOR (Chapter II).
- 1.2 In case any manufacturer(s) does not market their product(s) directly, then such manufacturer(s) may submit their offer along with documents for their being manufacturer through their Authorized Marketing outlet. In such case authorization certificate (duly attested by Public Notary) valid on due date of tender opening or authenticated letter in original specifying the tender reference in the name of tenderer from manufacturer for the tendered item should be submitted by the tenderer along with the offer.

**2. Description of item**

As per Schedule of Requirement.

**3. Scope of Work:**

The broad responsibility of the contractor under the scope of work for this tender shall be as under:

- i. Supply of item confirming to Specifications & requirements specified in tender document & as per 'Schedule of Requirement'.

**4. Offer letter and Validity of Offer**

- 4.1 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 OEM (Original Equipment Manufacturer) specifically issued by OEM to the Authorized dealer for quoting in this tender on their behalf as stipulated in clause 1.2 should be submitted.

**4.2 Quote in Figures and Words**

The tenderer is advised to quote rate for each item separately. Tenderer shall quote rate for each and every item. If the tenderer does not quote for all the items mentioned in the schedule of requirement, the offer will be treated as incomplete and will be summarily rejected. The lowest offer will be evaluated on the basis of overall cost offered by the tenderer for all the items. RailTel reserve the right to divide the quantity of items required among the vendors, as deemed fit.

- 4.3 The offer should remain valid for a period of 120 days from the date of opening.

**5 Warranty/ Guarantee**

- 5.1 The contractor 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. The contractor 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 of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contract 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.

- 5.2 The contractor shall give warranty of materials supplied by them for a period of **18 months** from date of receipt of materials or 12 months from the date of commissioning whichever is earlier.
- 5.3 If it becomes necessary for the contractor to replace any defective materials under this clause, the provisions of the clause shall apply to the materials so replaced or renewed or until the end of the warranty period of 12 months from of receipt of material.
- 5.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

**6. Delivery Period**

The Delivery period should be as under:

- i. To supply all materials within 30 days from issue of “Letter of Acceptance.”

**7. Place of Delivery**

As mentioned in Annexure-V of tender document. Transportation cost shall be borne by supplier.

**8. Payment Terms**

**8.1.1 100%** on supply of materials at site duly inspected and accompanied with the following documents:

- Invoice: Tax Invoice as per GST Provision.
- Tax Invoices shall have clear bifurcation of basic price and GST, indicating the break-up of the GST for availing CENVAT Credit.
- The Tax Invoices shall be raised state wise(place of service and supply) in the name of:

State	Authority	Address	RailTel GSTIN
Maharashtra	Executive Director, Western Region	RailTel Corporation of India Ltd., Western Railway Microwave Complex, Opp. Ambika Mill, Senapati Bapat Marg, Mahalaxmi(West), Mumbai-400013.	27AABCR7176C1ZD

- Indicating the place of supply and shall be submitted at Mumbai.
- All Tax Invoices raised should be serially numbered as per GST provision.
- GST No. of RailTel & Vendor should be mentioned on the face of the Tax Invoices.
- Vendor should comply all provision of CGST/SGST/UGST Act.
- Paying Authority: Deputy General Manager /F/WR/Mumbai.
- All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your bills.
- All payment shall be made in Indian Rupees only.
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier as per warranty clause 5.
- All payments to be made directly to the Contractor through Online payment mode. For this purpose, the Contractor shall submit details of Bank Account as per RailTel's standard format. RailTel shall be entitled to deduct Income Tax in case applicable and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. In case of deduction necessary TDS certificates shall be issued by RailTel

## **9. Performance Bank Guarantee (PBG)**

The procedure for obtaining Performance Guarantee is outlined below:-

- (a) The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA). 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 15 (fifteen) days, i.e. from 16<sup>th</sup> 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, 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.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% of the contract value: No other format of PBG will be accepted expect schedule PBG.
  - (i) Irrevocable Bank Guarantee :
  - (ii) A separate advise 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 advise of BG through SFMS to the RailTel's Bank.
- (c) The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid up to warranty period plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.

- (d) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (Ten percent) for excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Bank Guarantee (PBG) shall be released after the warranty period, based on the certification by the RailTel official mentioning that the contractor has completed the supply in all respects satisfactorily, as per terms and conditions of the contract and 'No Claim Certificate' from the consignee.
- (f) Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed, the balance supply shall be 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 partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (g) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the RailTel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
  - (ii) Failure by the contractor to pay RailTel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

#### **10. 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 besides levying the L.D. In such case the PBG will be forfeited and the tenderer will not be allowed to participate in the tender. The competent Authority while granting extension of currency of the contract may also levy token penalty as deemed fit based on the merit cases.

#### **11. Transportation**

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

**12. Statutory Deduction**

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

**13. Issue of Letter of Acceptance / 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 and are lowest. The issue of Letter of Acceptance shall constitute the award of contract on the bidder.

**14. Purchaser's Right to Vary Quantities**

14.1 Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted. The contractor shall be bound to carry out the supply at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of supply.

14.2 Quantities operated in excess of 125% of the agreement quantity of the concerned item shall be paid 98% of the rate awarded for that item in this tender.

14.3 Quantities operated in excess of 140% of but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in this tender.

14.4 Variation in quantities of individual items beyond 150% will be executed through fresh tenders or by negotiating with the existing contractor with finance concurrence and approval of competent authority.

14.5 For decrease beyond 25% for individual items, finance concurrence and approval of competent authority shall be taken after obtaining "No Claim Certificate" from the contractor.

**15. Splitting of Order**

RailTel will have right to split the order among two or more suppliers. However the tenderer should quote rates for all the items in the schedule.

**16. 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.

**17. Annulment of Award**

Failure of the successful bidder to comply with the requirement of Clause 14 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.

**18. Earnest Money Deposit (EMD)**

- i. Earnest Money as per Tender Notice shall be submitted online only.
- ii. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance and furnish performance security in accordance terms and conditions mentioned in document.
- iii. Tenders not accompanied by Earnest Money shall be summarily rejected.
- iv. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible.
- v. The successful bidder's EMD will be discharged upon the bidder's acceptance of the Letter of Acceptance satisfactorily and furnishing Performance Bank Guarantee in accordance with Clause 9.
- vi. **For NSIC registered firm:**

Small scale units registered with NSIC under single point registration scheme or registered as Micro, Small and Medium Enterprises under MSMED Act 2006 with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise and participating in this tender following exemption shall be available i) They shall be exempted from cost of tender document. ii) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC or under MSMED copy of valid registration certificate with same scope of work as NIT for exemption of EMD, is to be submitted. These exemptions shall be applicable provided units are registered with NSIC or under MSMED for tendered item and registration is current and valid. Firm claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as NIT, along with their offer otherwise their offer would not be considered.

**19. FALL CLAUSE**

- i. The price charged for the stores under the contract by the contractor shall not in any event exceed the lowest price at which the contractor sells the stores or other offers to sell stores of identical description to any person/organizations including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of 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 Purchase Order is completed.
- ii. If at any time the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person / organization including the purchaser or any department of the Central Government or any State Government or any statutory undertaking of Central or State Government, as the case may, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sale 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 Export 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 purchaser any department of the Central Government or any State Government or any statutory undertaking of 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 purchase order under the contract except for quantity of Stores categorized under sub-clause (a) & (b) of sub para II above, details of which are as follows: "

**20. 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 in their Tax Invoices/bills against the goods it proposes to supply under the contract 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.

Any change in statutory duties/taxes, in position /removal of any duty/taxes shall be to RailTel's account. In case of the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deducted the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority.

**21. 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.

**22. Provenances of the equipment**

In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the satisfactory performance of the material supplied and services rendered by him like Manufacturer's test cum Guarantee certificate.

**23. Training: Deleted.**

**24. Inspection**

Pre dispatch inspection of material shall be done by consignee or his nominated representative at the firm's premises. The acceptance tests including sampling plan will be decided after the order is placed.

**25. 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.

## **26. Settlement of Disputes and Arbitration**

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiation. 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 Chairman & Managing Director, RailTel Corporation of India Limited.

## **27. Governing Laws**

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

## **28. Termination for Default**

- 28.1 The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this 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 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 form the purchaser.
- 28.2 In the event the purchaser terminates the contract in whole or in part, due to nonperformance of the contractor, the Purchaser may proceed, to procure upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and in such case the PBG shall be forfeited.

## **29. Termination for Insolvency**

The purchaser may at any time terminate the 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.

**30. Bid Submission and Opening date**

- 30.1 The e-tender can be viewed and submitted through web site [www.ireps.gov.in](http://www.ireps.gov.in) only. The tenderer / bidder must have Class-III Digital signature Certificate and must be registered on IREPS portal. Only registered tenderer/bidder can participate in e-tendering. All relevant documents must be uploaded at the time of participating in e-tendering. Manual offers are not allowed for e-tender and any such manual offer received shall not be opened/accepted.

Last date & time of submission of queries/clarifications: One week before the schedule date of tender opening. It is requested that any queries/clarifications regarding the tender may be sent to the RailTel's office latest by one week before the opening date schedule through e-mail to [chetanb@railtelindia.com](mailto:chetanb@railtelindia.com) (in word format) & hard copy by post.

- 30.2 The Purchaser address :-

**Executive Director,  
RailTel Corporation of India Ltd., Western Region,  
Western Railway Microwave Complex,  
Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013.**

- 30.3 **Last date of Submission:** The tenderer shall submit their offer, online only as per date and time mentioned in E-Tender notice.

- 30.3 **Date of Opening of Tender :** The tenders will be opened as per date and time mentioned in E-Tender notice, at the address:- Executive Director, RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400 013. Phone: 91 (22) 24923907, Fax 91 (22) 24923913.

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## **CHAPTER IV**

### **TECHNICAL SPECIFICATIONS**

#### **Annexure-I**

**Note :-** 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/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer. All the material shall comply respective IEC/TEC/RDSO standards.

**Items are to be supplied of the following makes :-**

1. SFP – Sumoto / Finisar / Juniper
2. Server Rack – VAL Rack / Super Micro / APW President / Rittal / D-Link
3. Connector – Huber Suhner
4. Patch Cord Huber Suhner – 3M / TE / Raychem / Finolex / AMP / Sterlite / Belden / D-Link
5. Attenuator – Huber Suhner
6. EDFA Amplifier Booster – Tejas / Fibcom
7. Dispersion Compression – Tejas / Fibcom
8. Optical attenuator – Huber Suhner
9. E-2000 APC to LC-PC/FC-PC/SC-PC Patch Cord with Huber Suhner connector - 3M / TE / Raychem / Finolex / AMP / Sterlite / Belden / D-Link
10. CAT 5 / 6 Cable – D-link / NORTEL / Plexonics / AMP / Molex / Lucent
11. RJ 45 Connector – D-link / Molex / Systimax / Krone
12. FDMS/FMS – 3M / Raychem / TE / Commscope / TVSE
13. CPU, HDD etc – Intel, Seagate, Kingston, WD

**Guarantee Bond for Performance Guarantee  
(On Stamp Paper of requisite value)  
(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, registered office at 6<sup>th</sup> Floor III Block, Delhi Technology Park, Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi- Mumbai-400 013 (hereinafter called “the RailTel”) having agreed to exempt  
..... (Name and address of the  
**Company/ Contractor both Registered and Regional office address**) (hereinafter called “ the said Contractor(s)”) from the demand, under the terms and conditions of an L.O.A No.....Dated.....  
[L.O.A Date] made between.....and RailTel Corporation of India Limited,  
for.....  
... [Name of Work/Supply of Materials] (hereinafter called “the said Agreement”) of **Performance Guarantee** 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, .....(indicate the name of the Bank and address) hereinafter referred to as “ the Bank”) at the request of. M/s..... 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.
2. We, ..... Bank (indicate the name of the Bank and address) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the **RailTel** stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the **RailTel** by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... Bank (indicate the name of the Bank 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 (indicate the name of the Bank and address) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **RailTel** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We, .....(indicate the name of the Bank 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

**No. RailTel/ WR/E-Tender/OT/2019-20/Consumables – MX-R**

**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,
  1. Our liability under the Bank guarantee shall not exceed Rs. .... (In Rupees)
  2. This Bank Guarantee shall be valid up to .....and
  3. 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 2018 for

.....

(Indicate the name of the Bank)

Witness:

1. Signature  
Name
2. Signature  
Name

**AGREEMENT**

An AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and Eighteen, between RailTel Corporation of India Limited, having its registered office at 6<sup>th</sup> Floor III Block, Delhi Technology Park, Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd, Western Railway Microwave Compound, Senapati Bapat Marg, Mahalaxmi-Mumbai- 400 013., acting in the premises through Regional General Manager or his successor of M/S RailTel Corporation of India Limited, Mumbai (hereinafter referred to as 'RailTel') of one part and M/s \_\_\_\_\_ (Address of the Company both Registered and Regional office address) (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for \_\_\_\_\_ [Name of Work] as per Tender papers at **Annexure 'B'** hereto the Contractor has submitted a Tender hereto and whereas the said Tender of the Contractor has been accepted for \_\_\_\_\_ [Name of Work] as per copy of **Letter of Acceptance No.** \_\_\_\_\_ **dated** \_\_\_\_\_ of **Tender No.** \_\_\_\_\_ dated \_\_\_\_\_ (**Tender Notice date**) complete with enclosures at the accepted rates and agreed deviations from Tender Papers as per **Annexure-A** hereto and at an estimated contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

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

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at \_\_\_\_\_ by Shri \_\_\_\_\_  
\_\_\_\_\_ for and on behalf of M/s. \_\_\_\_\_

The contractor within named in the presence of:

1. Signatures  
Date  
Name in Block Capitals  
Address

2. Signatures  
Date  
Name in Block Capitals  
Address

Signed and delivered at \_\_\_\_\_ for and on behalf of RailTel by Shri  
\_\_\_\_\_ (Director / Projects or his successor) in the presence of :-

1. Signatures  
Date  
Name in Block Capitals

2. Signature  
Date  
Name in Block Capitals

**Annexure 'A'**  
**Annexure 'B'**

: Copy of Letter of Acceptance  
: Tender Document

**The Dy. General Manager (Finance)**  
**RailTel Corporation of India Ltd. (Regional Office)**  
**Western Railway Microwave Complex,**  
**Senapati Bapat Marg,**  
**Mahalaxmi, Mumbai – 400 013.**

**Sub. : Option for Payment through RTGS/NEFT**

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account.

The detail required duly verified by our bank for Online payment is provided here under for needful please.

**DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT**

1.	Beneficiary Name :	M/s .....
2.	Beneficiary	
	Address :	
3.	PAN No.	
4.	GSTIN (list)	
5.	Bank A/c No. :	
6.	Name of Bank :	
7.	Bank Branch	
	Address:	
8.	Branch Id Code :	
9.	Current Account No.	
10.	RTGS / IFSC Code :	
11.	NEFT/ IFSC Code :	
12.	MICR no.	

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

**For .....**  
**for Online payments**

**Verified above Bank Particulars**

**Authorized Signatory**

**Bank's Authorized Signatory**

**Annexure-V****Name of locations for supply of material**

Sr.No.	Territory	State	Station/Location with states	Materials Qty.	Consignee
1	RO	Maharashtra	RailTel Corporation of India Ltd. Western Railway microwave complex, Senapati Bapat Marg, Maharashtra, Mumbai - 400013	All Qty.	Sr. Manager/Stores RCIL/ Mumbai

**TAX BREAK UP**

<u>S.N.</u>	<u>Item description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Base price Rs.</u>	<u>GST %</u>	<u>Any other Tax / charges</u>	<u>Unit price including all Taxes &amp; charges</u>	<u>Total Cost Rs</u>

TIN No.PAN No.GST No.

Signature and Seal of tenderer



**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENT**

(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 the 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), 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 this 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's website [www.railtelindia.com](http://www.railtelindia.com) or [www.ireps.gov.in](http://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 be content of the tender document. 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 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 along with 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 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 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.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

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

**CHAPTER II**

**Name of Work : Supply of O&M accessories & consumable items at Mahalaxmi Stores of RailTel Corporation of India Ltd. Western Region, Mumbai**

**Schedule of Requirement & Rates**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Rate (Rs.) Incl. all Taxes</b>	<b>Total Amount (Rs.) Incl. all Taxes</b>
1	Attenuator LC/PC-M/F-10 dB	No.	1000		
2	Attenuator LC/PC-M/F-05 dB	No.	500		
3	Attenuator SC/PC-M/F-05 dB	No.	200		
4	Attenuator SC/PC-M/F-10 dB	No.	300		
5	Attenuator FC/PC-M/F-05 dB	No.	25		
6	Attenuator FC/PC-F/F-10 dB	No.	25		
7	Attenuator FC/PC-F/F-05 dB	No.	25		
8	Attenuator FC/PC-M/F-10 dB	No.	25		
9	FDMS-24F(2*12F)- Type: SC/PC	No.	10		
10	FDMS-48F(2*24F)- Type: SC/PC	No.	5		
11	FDMS-48F(2*24F)- Type:E2000/APC	No.	30		
12	Pigtail E2000/APC-1.5 mtrs	No.	900		
13	Pigtail FC/PC-1.5 mtrs	No.	100		
14	Pigtail SC/PC-1.5 mtrs	No.	200		
15	AC-DC Converter (2000W) 12.5A(N+1)	No.	60		
16	DC-AC Converter 48V/230 VAC (2000W)	No.	20		
17	DC-AC Converter 48V/230 (4000W)	No.	10		
Total Amount Incl. of All Taxes (Rs.) in fig					
Grand Total Rs. (in words)					

Tenderer should quote all inclusive price. Rate should include loading/unloading, freight, insurance etc.

All these items are to be delivered at Mahalaxmi, Mumbai.

**Signature of the Tenderer**

**Additional clause related to GST**

1. 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.
2. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
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.
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.
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 notes.
6. Tenderers 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).
7. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
8. In regards to work contract, the tenderer should have registration no. for GST respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
9. The imposition of any new tax and/or increase/ in the aforesaid 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 thereof. In the event of non-payment/default in payment of any the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/central Government authorities as many 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.
10. **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.
11. **Evaluation Criteria :-**  
Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charges or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

**\*\*\*\*\*END OF THE DOCUMENT\*\*\*\*\***