

रेलटेल
RAILTEL

A Government of India
उत्तराखण्ड सरकार

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking, Ministry of Railways)

4th floor, 275E, CAO construction office, Southern Railway, EVR Rd, Egmore,
Chennai, Tamil Nadu 600008.

TENDER DOCUMENT

TENDER No.: RailTel/Tender/LT/SR/MAS/2019-20/02

Dt: 05.02.2020

NAME OF THE WORK

Supply of 48 V, 25 Amps (1+1) , 48 V, 25 Amps (2+1) and 48 V, 25 Amps (3+1) SMPS power plant for indian railway telecom equipment with FR/FC module as per RDSO spec No: RDSO/SPN/TL/23/1999(Ver 4.0)Amdt -1 or latest.





RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking
4th floor, 275E, CAO construction office, Southern Railway, EVR Rd,
Egmore, Chennai, Tamil Nadu 600008 visit www.railtelindia.com,
Tel: 040-27821134 Fax: 040-27820682,
Corporate Office: Plot No.143, Institutional Area, Sector-44, Gurgaon
– 122003, NCR (India).

TENDER NOTICE

Tender No: RailTel/Tender/LT/SR/MAS/2019-20/02 Dt.05.02.2020

RailTel Corporation of India Ltd., Chennai invites sealed tenders for the Supply of Charges at various locations at Southern Railway as per schedule of requirement and specification enclosed to the tender document.

Name of work	Supply of 48 V, 25 Amps (1+1) , 48 V, 25 Amps (2+1) and 48 V, 25 Amps (3+1) SMPS power plant for indian railway telecom equipment with FR/FC module as per RDSO spec No: RDSO/SPN/TL/23/1999(Ver 4.0)Amdt -1 or latest
Estimated cost of work	Rs.24,28,355/-
Earnest money deposit	Rs.48,570/-
Last Date for submission of Offer	21.02.2020 at 15:00hrs
Date of Tender Opening	21.02.2020 at 15:30hrs
Delivery Period	Supply has to be completed within 90 days from the date of issue of LOA/Purchase Order


(V.Kandeepan)

Sr.Mgr/Railtel/MAS
for General Manager

RailTel Corporation of India Limited, Chennai



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CHAPTER I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF CONTRACT

1.1 TENDERING INSTRUCTIONS:

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and following shall be super scribed on the envelope "**TENDER No: RailTel/Tender/LT/SR/MAS/2019-20/02 Dt.05.02.2020**"

- 1.2 Tender cover should be addressed to **The General Manager, RailTel Corporation of India Limited, 4th floor, 275E, CAO construction office, Southern Railway, EVR Rd, Egmore, Chennai, Tamil Nadu 600008** and should reach this office on or before **15:00 hrs on 21.02.2020** .The Tender will be opened on the same day at **15:30 hrs**. If it is happens to be a holiday, tender will be opened on the next working day.
- 1.3 Tender sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible.
- 1.4 Tenderer should quote for all the Sections/ Reaches. The percentage quoted by the same tenderer should not vary for different reaches.
- 1.5 Separate EMD should be submitted for each Sections/ Reach.
- 1.4 For all the reaches only one tender document need to be submitted

2.0 EARNEST MONEY:

The tenderer shall deposit separate EMD for an amount of **Rs.48, 570/-** as earnest money along with the tender in favour of **RailTel Corporation of India Ltd., payable at Secunderabad** in the form of Demand Draft from any Scheduled bank.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

The instrument for EMD should remain valid for a period of 60 days after opening of tender.

Forfeiture of Earnest Money:

When the tenderers undertake to keep the offers valid for a particular period but if the offer is withdrawn or revised within the validity period, the Administration gets the right to forfeit the Earnest Money Deposit. In the case of successful tenderer, if the tenderer fails to furnish security deposit in accordance with clause 3 of Special Conditions of Contract.

- 2.1 The earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.



2.2 If the tender is accepted, the amount of Earnest Money will be held as security deposit/PBG for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee /Security Deposit as required at para 3 below is furnished and formal contract duly signed is received by the purchaser.

2.3 The tender not accompanied by Earnest Money in one of the approved forms as mentioned in para 2 above will be **summarily rejected. However, Firms registered with NSIC/any other body specified by Ministry of MSME** for the tendered item are exempted from submission of EMD, 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 and will be rejected

3.0 Security Deposit has to be remitted by the successful tenderer as per the Conditions of the contract towards satisfactory completion of the supply/work under the contract as detailed below.

3.1.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer shall within a period of 15 days deposit an amount equaling to 5% of contract as Security deposit for due fulfillment of the contract.

3.2. The Earnest Money already paid by the successful Tenderer (see Clause 3 of Instructions to Tenderers and Conditions of Tendering) may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:

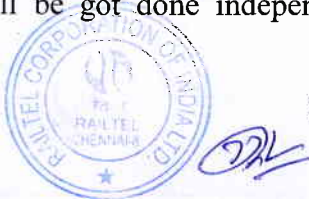
- (a) Bank draft
- (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser.
- (c) FDR
- (d) or can be deducted from the 1st on account bill on the request of the agency.

3.3 The Security Deposit will bear no interest.

3.4 The Instruments for security deposit should be valid for three months beyond the completion period (para 22 of SCC -Section II Chapter II). On completion of work and issue of the certificate of provisional acceptance of the entire system, the security deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

4. CONTRACT PERFORMANCE GUARANTEE (PBG)

- i. On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee/FDR/Bank draft from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value.**
- ii. The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15(fifteen) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for two months beyond the warranty period (Clause 22 of SCC)
- iii. Performance Guarantee shall be released after satisfactory completion of the work, and on expiry of the warranty period .The procedure for releasing should be same as for Security Deposit.
- iv. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed.
- v. The balance work shall be got done independently without risk and cost of the original contractor.



- vi. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would 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.
- vii. If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 3 years.
- viii. The successful tenderer shall give a performance guarantee amounting to 5 % of annual contract value within 21 days from the date of issue of LOA. Extension of time for submission of PBG beyond 21 days and up to 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 21 days i.e. 22st day after date of issue of LOA. In case the successful tenderer is not able to submit PBG, the tenderer will have options to submit this amount in the form of Demand draft. PBG (DD in lieu) shall be released after satisfactorily completion of the work and on expiry of warranty

5.0 GENERAL

5.1 All corrections and over-writing must be attested.

5.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer. No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Executive Director, Southern Region, Secunderabad shall be final and binding.

5.3 Tenderer while quoting may specifically note the following: -

- a) All prices shall be inclusive of all taxes / duties/Freight as applicable at present.
- b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties structure considered by him while quoting the rates.
- c) Tenderer shall submit Proforma Invoice along with the offer.

6 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. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

7 **Delivery Period:** The material should be supplied within **90 days** from the date of issue of Purchase Order/LOA/LOI whichever is earlier.

8 Provenness of the material / equipment supplied:

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



9 WARRANTY PERIOD:

- 9.1 The materials are to be warranted for **15 Months** from date of delivery or **12 months** from date of Installation whichever is earlier OR if Standard warranty period for material is more, same shall be passed on to RailTel/Railways. 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 material 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.
- 9.2 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, 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 other rights which the Purchaser may have against the contractor in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

10 TERMS OF PAYMENT:

Subject to any deductions or recovery which the RailTel may be entitled to make under contract, the Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer.

11. ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT & MATERIAL:

"On account payment" for supply of equipments, materials indicated in the schedule of requirements subject to recoveries of liquidated damages, if any, shall not be made more than twice in a calendar month as given below.

90% (Ninety percent) of the value of equipments/ material supplied of each consignment shall be paid on production of the following documents:

- a) On Receipt of materials at site.
- b) Original Inspection certificate issued by Inspecting Officer.
- c) Challan / Invoice in duplicate.
- d) A certificate that the materials supplied are as per the contract and the amount claimed in the Invoice is correct as per terms of the contract.
- e) Insurance certificate
- f) Warranty Certificate of OEM/Supplier
- g) Certificate for Fall Back Clause

12 ~~deleted~~



13 FINAL PAYMENT

13.1 Final payment of 10% of the value of equipments/ material supplied of each consignment shall be made after completion of full supply on certification of concerned RailTel Engineer-in-Charge. The Contractor has to submit final bill along with a clear 'No Claim Certificate'.

13.3 **Vitiation Clause:** Quantities shown in the schedule are approximate and can vary depending on site conditions. If any vitiation arises on account of variation of quantities, the contractor shall not be paid more than the lowest rate obtained after working out with the final operated quantities.

14 FINAL SETTLEMENT

On expiry of the warranty period and issue of the certificate of the entire supply, the security deposit (Para 3) will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor.

15 **Paying Authority:** Bill passing officer is General Manager/RailTel/Chennai and bill paying officer is General Manager/Finance/Secunderabad.

16 **PAN& GST:** PAN& GST Regd. No etc., details to be mentioned on the bill for arranging payment.

17 Taxes & Duties

The price quoted should be firm, indicating the breakup and inclusive of all taxes & duties like GST, import, custom, etc. The offer should be inclusive of packing, forwarding, freight & insurance charges.

18 **Others:** The details / proof of payment of Sales & Service Tax on materials supplied to RailTel if paid shall be furnished along with the invoice. If not paid, a declaration may be furnished.

19 **Transportation:** The rates quoted should be F.O.R. destination. The materials shall be supplied at various Railway stations over Southern Railway as per the annexure. Railtel has the right to change the delivery locations.

20 **Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work.

21 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 agreement value**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the LD.

22 Purchaser's Right to Vary Quantities

The Purchaser reserves the right to increase or decrease by up to 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 during currency of the contract.



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

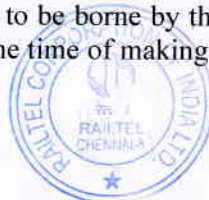
24 Annulment of Award

Failure of the successful bidder to comply with the purchase order 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.

25 UNIT PRICES

25.1 Rate, Taxes & Duties

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, etc.
2. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, and 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 the 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. The 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)
7. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
8. 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.
9. 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 thereupon 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 tax 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 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, customs duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel

Note: "In case 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 bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."

26 Offer letter and Validity of Offer

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.

The offer should remain valid for a period of **60 days** from the date of opening of tender

27 Inspection:

Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's/RDSO/Inspecting Authority. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Travelling, 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's / supplier's, free of cost.

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

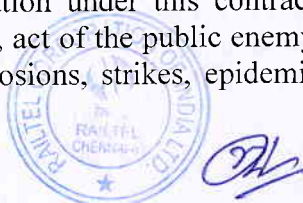
In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer's / supplier's. In such case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account.

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

28 Consignee Details: Southern Railway as per the list of station attached.

29 FORCE MAJEURE CLAUSE:

If at any time during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions lockouts,



any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may, at its option, terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may, at the time of such termination, take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

30 ARBITRATION:

- i. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

30.1 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

30.2 The Venue of the arbitration shall be New Delhi (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.

30.3 The Arbitrator shall give a reasoned award, which shall be binding on the parties

31 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non procession of equipments and tools required for the work or defective and mal-functioning equipments, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

32 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.



33 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.

34 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fall back clause:

34.1 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.

34.2 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 reduced the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into forced of such reduction or sale shall stand correspondingly reduced.

34.3 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.

34.4 The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers 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, Southern Region, under the contract."

35. Insurance/Transit Insurance: Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier



OFFER LETTER

To,
Regional General Manager,
RailTel Corporation of India Limited,
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500 071.

Tender No: RailTel/Tender/LT/SR/MAS/2019-20/02 Date:05.02.2020

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 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 supply of Schedule of supply given in the Tender Document in Chapter 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the Supply, within **90 days** from the date of issue of LOA/Purchase Order I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of RailTel Corporation India Ltd. Secunderabad 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 to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.



Chapter II**SCHEDULE OF SUPPLY****TENDER No: RailTel/Tender/LT/SR/MAS/2019-20/02 Dt.05.02.2020**

Name of Supply: Supply of 48 V, 25 Amps (1+1) , 48 V, 25 Amps (2+1) and 48 V, 25 Amps (3+1) SMPS power plant for indian railway telecom equipment with FR/FC module as per RDSO spec No: RDSO/SPN/TL/23/1999(Ver 4.0)Amdt -1 or latest.

S. No	Description	Qty	base Rate in Rs.	Amount in Rs.	GST	GST Amount in Rs.	Rate including GST in Rs.
1	Supply of 48 V, 25A (2+1) SMPS power plant for Indian railway telecom equipment with FR / FC module as per RDSO Spec No .RDSO / SPN / TL / 23 /1999 (VER.4.0) Amdt-1 or latest.	24	67587	1622088	18%	291975.8	1914063.84
2	Supply of 48 V, 25A (2+1) SMPS power plant for Indian railway telecom equipment with FR / FC module as per RDSO Spec No .RDSO / SPN / TL / 23 /1999 (VER.4.0) Amdt-1 or latest.	2	78000	156000	18%	28080	184080
3	Supply of 48 V, 25A (2+1) SMPS power plant for Indian railway telecom equipment with FR / FC module as per RDSO Spec No .RDSO / SPN / TL / 23 /1999 (VER.4.0) Amdt-1 or latest.	3	93280	279840	18%	50371.2	330211.2
	Amount in Rs.						2428355
	Contractor Percentage at Par/Below/Above (Percentage)						
	Grand Total : after Contractor Percentage in (Rupees)						



Signature of Tenderer with seal

Note:

1. Contractors are requested quote their offer on percentage basis.
2. Rate quoted should be inclusive of all taxes.
3. The Tenderer is required to quote the rates in figures and words. In case of discrepancy in the quoted figures & Words, the rates quoted in words or total amount written in words will be taken as final.
4. Cost Break-up to be submitted by bidder in a separate sheet:
 - A. Basic rate (Ex-Factory inclusive of all levies):
 - B. GST (CGST/SGST/IGST)
 - C. Packing & Forwarding Charges, If any:
 - D. Freight & Insurance Charges, If any:
 - E. Other Charges & Levies, If any:
 - F. Price per unit (all inclusive for delivery at destination):

Signature of Tenderer with seal



Chapter III

PROFORMA FOR STATEMENT OF DEVIATIONS

- (1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks (including justification)
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- (2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)
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**Signature and seal of the
Manufacturer/Tenderer.**

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".



Signature of Tenderer with seal

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/s. RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500071.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
Against the above PO/LOA participated/awarded to us, we authorize you
make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned
below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account
for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**



Chapter IV

GURANTEE BOND FOR SECURITY DEPOSIT/PBG

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

1. In consideration of the Regional General Manager (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of a Letter of Acceptance No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) ... We shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2020

for (Indicate the name of the Bank)

Witness

1. Signature&Name
2. Signature&Name



FORM - 1

STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)
(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through General Manager, Southern Region or his successor hereinafter referred to as "the Purchaser" all materials for which 'On Account' payments have been made to us against the Contract for -----

vide letter of Acceptance of Tender No. _____, Dated. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him. We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the RGM/Southern Region (whose address will be intimated in due course). for any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to his by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract. Dated this _____ day of _____ for and on behalf of M/s _____ (Contractor)

Signature of witness

Name and witness in Block letters

Address



[Handwritten signature]

Annexure

List of Stations/Section

S.No	Station / Section	Charger Type			No of Charger to be delivered
		1+1	2+1	3+1	
1	Railtel /Egmore Stores			3	3
2	Dy.CSTE/CN/MDU	9	2		11
3	Chennai Division /Stores/Southern Railway	15			15
		Total			29

रेलटेल
RAILTEL

A Government of India



Signature of Tenderer with seal