

RAILTEL CORPORATION OF INDIA LIMITED

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

TENDER DOCUMENT

FOR

**“ SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR
CONDITIONERS AT RAILTEL OFFICE MAHALAXMI, MUMBAI ”**

Tender No. RailTel/Tender/OT/WR/HQ/2017-18/19

(NON TRANSFERABLE)

Tender Document Copy No. ____

Issue to –

M/s _____

**RailTel Corporation of India Limited,
Western Railway Microwave Complex,
SenapatiBapatMarg, Mahalaxmi,
Mumbai – 400 013.**

INDEX SHEET

Sr. No.	Chapter No.	Content	Page No.
1.		Tender Notice	3
2.	Chapter I	Offer Letter	5
3.	Chapter II	General Contract Terms & Conditions	6
4.	Chapter III	Schedule of Rate – A Schedule of Rate - B	13, 15
5.	Chapter IV	Scope of work / Explanatory Notes	16
6.	Annexure I	Proforma for Performance Bank Guarantee	22
7.	Annexure II	Proforma for Agreement	24
8.	Annexure III	Information to be furnished by Tenderer	26

-

TENDER NOTICE

No. RailTel/Tender/OT/WR/HQ/2017-18/19

Date : 09.08. 2017

RailTel Corporation of India Ltd., Western Railway Microwave Compound, SenapatiBapatMarg, Mahalaxmi, Mumbai-400013 invites sealed Tender for "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR CONDITIONERS AT RAILTEL OFFICE MAHALAXMI, MUMBAI "

a)	Sale of Tender Documents	09.08..2017
b)	Closing of sale of Tender Documents	08.09.2017 at 14:00 hrs.
c)	Last date and time for submission of tender documents.	08..09.2017 upto 15:00 hrs.
d)	Tender opening date and time	08.09.2017at 15:30 hrs.
e)	Validity of offer	120 days from the date of opening of tender.
f)	Completion period	90 days from the date of issue of Letter Of Acceptance (for supply, installation & commissioning of ACs)
g)	Approximate cost of work (including supply & 4 years CAMC)	Rs. 21,48,046/-
h)	EMD cost	Rs. 43,000/-
i)	Address for availability of tender document	Executive Director, Western Region, RailTel Corporation of India Ltd., Senapati Bapat Marg, Mahalaxmi, Mumbai
j)	Web address for availability of tender document	Detailed tender notice and tender document are also available at our website www.railtelindia.com .
k)	Cost of Tender document by hand/downloaded from RCIL site (Including GST) #	Rs. 2240/- (In the form of Demand Draft in Favour of Railtel Corporation of India Ltd. Payable at Mumbai)
l)	Cost of Tender document, if required by post (including GST, surcharge and postage charges of Rs. 500) #	Rs. 2800/-(In the form of Demand Draft in Favour of Railtel Corporation of India Ltd., Payable at Mumbai)
m)	If the tender document is downloaded from the website, then the cost of tender document as stated above have to be submitted along with the offer in the form of Demand Draft in favour of RailTel Corporation of India Ltd. payable at Mumbai. Documents received without cost of tender will summarily be rejected.	
n)	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 "on account bills & tax invoices" also. The tenderer has also to submit their GST No. & No., PAN No. at the time of submissions of their "on account bills & tax invoices" All the statutory provisions have to be made by the contractor. Any change in statutory duties/taxes, in position/removal of any duty/taxes shall be to RailTel's account.	

Small Scale Units, if registered with NSIC, under single point registration scheme or registered as Micro, Small, Medium Enterprises under MSMED Act 2006 as per Para No. 3.5.1 are exempted for submission of tender cost, A copy of valid registration certificate is to be submitted.

However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.

The offers shall be opened on above said date in the presence of those bidders who choose to be present. In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

Fulfillment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the tenderers.

Further information including corrigendum to the Tender notice is available at RailTel's website www.railtelindia.com or from the office of Executive Director- RailTel /Mumbai.

The Bid have to be sent at the following address – Office of Executive Director, Railtel Corporation of India Limited, Western Railway Microwave Complex, Opposite Ambika Mills, Senapati Bapat Marg, Mahalaxmi (West), Mumbai-400013 the bids will be opened at the above said address.

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

Chapter I

OFFER LETTER

To,

RailTel Corporation of India Limited,
Western Railway Microwave Complex,
SenapatiBapatMarg, 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/Tender/OT/WR/HQ/2017-18/19** to **RailTel Corporation of India Limited** at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work as per the Schedule of Requirement within 90 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. 43000/- (Rs. forty three thousand only) as an Account Payee Demand Draft drawn in favor of RailTel Corporation Of India Ltd, DD No. Dt. Issued by Bank is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

SIGNATURE OF TENDERER(S)

Date

TENDERER (S) ADDRESS

CHAPTER II

GENERAL CONTRACT TERMS & CONDITIONS

1 General instructions

- 1.1 Tenders are invited on behalf of RailTel Corporation of India Limited, Western Region, Mumbai for items as detailed in SOR.

2 Description of item

Supply of Air Conditioners as per SOR at RailTel's Mahalaxmi office. Also, installation, testing & commissioning of supplied Air Conditioners is to be done by the Tenderer.

3 Scope of Supply

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

- i. Supply of item confirming to Specifications & requirements specified in tender document & as per 'Schedule of Requirement'.
- ii. Installation, testing & commissioning of Air Conditioners as per SOR quantity. All masonry work, civil work, carpentry work and electrical work will be done by tenderer. The tenderer can see the site conditions before submitting their offer.
- iii. Comprehensive AMC for four years after warranty period of one year is included.

4 Offer letter and Validity of Offer & Evaluation criteria

- 4.1 The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, quantity and prices etc. The successful tenderer shall submit the proof of ACs procured from OEM or their authorized dealer on the letter head of such OEM or their authorised dealer before the date of supply.
- 4.2 Bidder should enclose their credentials including supply of similar equipment to other Government/PSUs/ Telecom Service Providers.
- 4.3 The offers will be evaluated on the basis of cost of Supply, installation and comprehensive AMC, in total overall cost.
- 4.4 Tender received after the scheduled date and time of opening of the tender will be summarily rejected.

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 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.

- 5.2 The contractor shall give warranty of satisfactory performance of ACs supplied by them for a period of 18 months from date of supply or 12 months from the date of installation of AC, whichever is earlier.
- 5.3 If any defect is not attended within a twenty four hours, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any rights which the Purchaser may have against the contractor, in respect of such defects.

6 Delivery Period -

The Delivery period should be as under :-

- i. To supply AC units within 60 days from issue of "Letter of Acceptance."
- ii. Installation & Commissioning of AC units within 30 days from the date of supply.

7 Place of Delivery

The items shall be delivered at RCIL, Western Region office at Mahalaxmi, Mumbai. Transportation cost shall be borne by supplier.

8 Payment Terms :

8.1 SOR – Part 'A' : For Supply and installation of AC

- (i) 90 % on supply of materials at site duly inspected and accompanied with the following documents:
 - Invoice, Delivery Challan
 - Inspection certificate
 - Warranty certificate of OEM / supplier
- (ii) 10 % after installation & commissioning along with installation charges.

8.2 SOR – Part 'B' : For Comprehensive Annual Maintenance Contract

- (i) After completion of warranty period of 12 months, Payment will be made on six month basis (documents to be submitted for AMC work done)

9 Performance Bank Guarantee (PBG)

- 9.1 The supplier is required to submit a Performance Bank Guarantee (PBG) within 30 days of issue of Letter of Acceptance for 10 % of the value of Schedule-A, valid for a period of 6 months beyond warranty period, towards satisfactory performance of contract. The PBG shall be returned after successful completion of contractual obligation for Supply & Installation and acceptance of work by consignee, including warranty period .The Proforma for PBG is given in Annexure-I. If PBG submission is delayed beyond 30 days up to 60 days, penalty @15% p.a. over PBG amount will be levied. However, if PBG submission is delayed by more than 60 days, penalty @30% p.a. over PBG amount will be levied.
- 9.2 The supplier is required to submit another Performance Bank Guarantee (PBG) for CAMC, within 30 days before expiry of original warranty period of 12 months for 10 % of the value of total CAMC cost

for 4 years (Schedule B) and it shall be valid for a period of 6 months beyond CAMC period, towards satisfactory performance of contract. The PBG shall be returned after successful completion of contractual obligation for CAMC. If PBG submission is delayed beyond 30 days up to 60 days, penalty @15% p.a. over PBG amount will be levied. However, if PBG submission is delayed by more than 60 days, penalty @30% p.a. over PBG amount will be levied.

10. Liquidated Damages

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 of the case.

11. Transportation

Transportation cost shall be borne by the tenderer. 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 issue of Letter of Acceptance shall constitute a binding contract between RailTel and the tenderer till formal agreement is entered into on the bidder. The bidder shall, within 30 days of issue of Letter of Acceptance, submit Performance Bank Guarantee and sign the Agreement as per proforma in Annexure II.

14. Purchaser's Right to Vary Quantities

14.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work 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 works.

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 – Not applicable

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 in the form of Pay Order/ Demand Draft from any Nationalized/Scheduled bank in India in favour of "RailTel Corporation of India Limited" payable at Mumbai.
- 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 with clause 14 and 9.
- iii) Tenders not accompanied by Earnest Money shall be summarily rejected.
- iv) Earnest Money of the unsuccessful bidder will be 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 :

For Small Scale Units registered with NSIC under single point registration scheme or registered as Micro small medium enterprises under MSME Act 2006 and participating in this tender, following exemptions shall be available –

- a) They shall be exempted from cost of tender documents. However, postage charges of Rs. 500/- would have to be paid by them, in case they need tender document by post.
- b) They shall also be exempted from depositing Earnest money. In case firm is registered with NSIC, copy of valid registration certificate with same scope of work as in NIT for exemption of EMD, is to be submitted.

These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit copy of valid registration certificate with same scope of work as NIT, along with their offer, otherwise their offer would not be considered.

19 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 invoices/bills against the goods it proposes to supply under the contract as per schedule given in Chapter IV. 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 Account. And all provision of GST needs to be complied with if an unregistered vendor is participated in tender then applicable GST will be recovered and paid under RCM by RailTel as per provision.

20 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.

21 Provenances of the equipment

The successful tenderer shall submit Manufacturer's test cum Guarantee certificate.

22 Training : user's training to four staff

23 Inspection : By Consignee at site.

24 Force Majeure -

Force Majeure shall mean -

1. War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
2. Rebellion, revolution, insurrection or military or usurped power, or civil war.
3. Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
5. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
6. 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.
7. 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
8. Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

25. 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 Mumbai. Arbitrator shall be appointed by RailTel Corporation of India Limited.

26. 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.

27. Termination for Default

- 27.1 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 rectify 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.
- 27.2 In the event the purchaser terminates the contract in whole or in part, due to non-performance 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.

28. 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.

29. Bid Submission and Opening date

- 29.1 The bid should be submitted in original. Tender document cost and EMD should be enclosed with the original bid. The envelope containing the bid duly marked with Tender No. and Subject should be sealed and stamped with the personal seal of the bidder. Each and every page of bid should be stamped and signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.
- 29.2 The envelop shall be addressed to the Purchaser at the following address:
- Executive Director,
RailTel Corporation of India Limited,
Western Railway Microwave compound,
SenapatiBapatMarg, Mahalaxmi,
Mumbai – 400 013.
30. The envelope shall bear name of the work i.e. Subject, Tender No. and the words
“DO NOT OPEN BEFORE 08.09.2017.
- 31 Bid should be delivered to the above address so as to reach up to **15:00 hours** of 08.09.2017. The bids shall be opened at 15:30 hours on the same day in the above office in the presence of those representative of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened.
- 32 Contractor shall use their own testing instruments/tools/any other item required for commissioning of work. If any special testing equipment(s) is/are required for testing, same shall be arranged by the Contractor.

- 33.1 Invoices shall have clear bifurcation of basic price and GST, availing CENVAT Credit.
- 33.2 The Invoices shall be raised in the name of : Executive Director, Western Region, RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati BapatMarg, Mahalaxmi, Mumbai
- 33.3 All statutory taxes applicable as per the rules (if applicable) shall be deducted at source from your Bills.
- 33.4 Paying Authority: General Manager /F/WR/Mumbai.
- 34 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.
- 35 The Contractor shall indemnify and keep indemnified the corporation against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequent of the execution of the Contract against all claims, demands, proceedings, damage cost, charges & expenses whatsoever in this respect.
- 36 If any property is damaged by the contractor or the labourers engaged by him during working, the cost as fixed by the Engineer-in-charge shall be recovered from their bills.
- 37 The Contractor/their Employee(s) shall not cause or permit any nuisance any time in the premises of RailTel or do anything which shall cause unnecessary disturbance or in convenience to our employees as well as to the occupants of the Building if any.
- 38 RailTel by notice to you can object to any representative or person employed by you for the execution of works/Contract, who, in the reasonable opinion of the RailTel, is not behaving properly.
- 39 Contractor shall furnish the list of authorized staff who will attend the sites and will issue them authority letter as well as Identity Card for giving them access at the site.
- 40 The Contract shall, at all times, be construed as a single source responsibility contract and any breach in any part of the Contract shall be treated as breach of entire Contract.

.....

CHAPTER - III

SCHEDULE OF QUANTITY & RATES – PART 'A'

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AIR CONDITIONERS AT RAILTEL OFFICE
MAHALAXMI, MUMBAI

S. N.	Description	Unit	Qty.	Rate per unit in Rs.	Total Amount in Rs.
1 (i)	Supply of 3 ton cassette Air conditioner	No.	10	78750	787500
1 (ii)	Supply of bracket / stand for condenser unit for 3 ton AC	No.	10	5625	56250
1 (iii)	Installation charges for 3 ton cassette AC	No.	10	3435	34350
2 (i)	Supply of 1 ton split Air conditioner	No.	6	24500	147000
2 (ii)	Supply of bracket / stand for condenser unit for 1 ton split Air conditioner	No.	6	1125	6750
2 (iii)	Installation charges for 1 ton split Air conditioner	No.	6	1717	10302
3 (i)	Supply of 2 ton split Air conditioner	No.	3	54000	162000
3 (ii)	Supply of bracket / stand for condenser unit for 2 ton split Air conditioner	No.	3	1125	3375
3 (iii)	Installation charges for 2 ton split Air conditioner	No.	3	1717	5151
4	Supply of copper pipe with insulation	Mts.	200	1068	213600
5	Supply of 4 core, 10 sqmm copper wire	Mts.	300	168	50400
6	Supply of water drainage pipe	Mts.	200	135	27000
	Grand Total (inclusive of all taxes)				15,03,648/-

Grand Total (in words)- Rs. Fifteen lacs three thousand six hundred forty eight only.

Note: Tenderer should read scope of work/explanatory notes for the above items as mentioned in Chapter IV

Note :-

1. Estimated cost given above is inclusive of taxes.
2. Cost/tax break up to be submitted separately by bidder along with offer.
3. It is certified that I/We have carefully gone through the specifications, terms & conditions, work site conditions etc. given in the Tender Document.

(Please tick the option selection)

Our offer rate is :-

(i) _____ % (in fig) _____ (in words) Below the estimate cost

(ii) At PAR with the estimate cost

(iii) _____ % (in fig) _____ (in words) above the estimate cost.

(In case of discrepancy in the percentage in figures & words, the offered percentage in words, will be applied to arrive at the cost.)

Contractor's signature with seal

Comprehensive Annual Maintenance Contract of Air Conditioners provided under Schedule 'A' at RailTel Office at Mahalaxmi, Mumbai

Sr. No.	Description	Unit	Quantity	Rate per Unit (Rs.)	Total (Rs.)
1.	Comprehensive Annual maintenance contract for 3 ton Cassette AC - 10 Nos.	Quarter	16x10= 160	2749/-	439840/-
2.	Comprehensive Annual maintenance for 1 ton Split AC- 6 Nos.	Quarter	16x6= 96	1214/-	116544/-
3.	Comprehensive Annual maintenance for 2 ton Split AC- 3 Nos.	Quarter	16x3= 48	1833/-	87984/-
	Grand Total (inclusive of all taxes)				644368/-

Grand Total (in words)- Rs. Six lacs forty four thousands three hundred sixty eight only.

- Note : (i) Rate should be inclusive of all taxes & duties.
- (ii) Rates will be firm and will not change during the period of contract of 4 years.
- (iii) It is certified that I/We have carefully gone through the specification, scope of work given in the Tender Document.
- (iv) One quarter means 3 months. Four Quarter = 1 year, Sixteen quarter = 4 years.
- (v) Tenderer should read scope of work/explanatory notes for the above items as mentioned in chapter IV

(Please tick the option selection)

Our offer rate is :-

(i) _____% (in fig) _____(in words) Below the estimate cost .

(ii) At PAR with the estimate cost

(iii) _____% (in fig) _____(in words) above the estimate cost

(In case of discrepancy in the percentage in figures & words, the offered percentage in words, will be applied to arrive at the cost.)

Contractor's signature with seal

CHAPTER IV

SCOPE OF WORK/EXPLANATORY NOTES

For Schedule – A : Supply and installation of Air Conditioners

1. (i) Supply of 3 ton cassette Air conditioner – 3 ton cassette AC should be of Voltas make model No. Venturi (or similar make of Blue star/Godrej. Condenser pipe shall be of copper.

(ii) Supply of bracket/stand for condenser unit for 3 ton AC – It shall be of high quality with properly painted. It shall include all fixtures required for installation for 3 ton AC unit. Any special fixture required as per site condition shall be part of this work.

(iii) Installation charges for 3 ton cassette AC – 3 ton AC shall be installed in place of existing or new location as advised by supervisor in-charge. Tenderer shall have to make all modification as per site requirement. Any civil work required at site shall be part of this work. No extra payment shall be made for this.
2. (i) Supply of 1 ton split Air conditioner – 1 ton split AC should be of Voltas make model No. 123 EY(R) or similar make of Blue star/Godrej. Condenser pipe shall be of copper.

(ii) Supply of bracket/stand for condenser unit for 1 ton split Air Conditioner – It shall be of high quality with properly painted. It shall include all fixtures required for installation for 1 ton split AC unit. Any special fixture required as per site condition shall be part of this work.

(iii) Installation charges for 1 ton split Air Conditioner – 1 ton split AC shall be installed in place of existing or new location as advised by supervisor in-charge. Tenderer shall have to make all modification as per site requirement. Any civil work required at site shall be part of this work. No extra payment shall be made for this.
3. (i) Supply of 2 ton split Air conditioner – 2 ton split AC should be of Voltas make model No. 243 ZYA or similar make of Blue star/Godrej. Condenser pipe shall be of copper.

(ii) Supply of bracket/stand for condenser unit for 2 ton split Air Conditioner – It shall be of high quality with properly painted. It shall include all fixtures required for installation for 2 ton split AC unit. Any special fixture required as per site condition shall be part of this work.

(iii) Installation charges for 2 ton split Air Conditioner – 2 ton split AC shall be installed in place of existing or new location as advised by supervisor in-charge. Tenderer shall have to make all modification as per site requirement. Any civil work required at site shall be part of this work. No extra payment shall be made for this.
4. Supply of copper pipe with insulation – It includes supply and fixing of copper pipe, properly insulated as per standards and size as per requirement for 3 ton/2 ton/1 ton air conditioners. Pipe shall be properly fixed and dressed up as per site condition. Wherever required it shall be properly clamped on wall/ceiling.
5. Supply of 4 core, 10 sq mm copper wire – It includes supply and fixing of copper wire as per required length for air conditioners. Wire shall be properly fixed and dressed up as per site conditions. Proper size copper lugs/termination shall be used for termination of wire in air conditioners as well as termination in existing MCB box. IF any existing MCB box is to be replaced, the same shall be supplied by RailTel, but fixing is to be done the tender. Wherever required wire

shall be properly clamped on wall/ceiling. Wire shall be ISI approved confirm to IS: 694 of 1990 or latest and shall be of make Polycab/Universal cable/Finolax/Anchor.

6. Supply of water drainage pipe – It includes supply and fixing of proper size drainage pipe meant for the purpose of air conditioners, as per standards and size for 3 ton/2 ton/1 ton air conditioners. Pipe shall be properly fixed and dressed up as per site condition. Wherever required it shall be properly clamped on wall/ceiling.
7. All the above work is to be done at RailTel's office , Mahalaxmi, Mumbai. The tenderer should visit the site conditions before submitting their offer.
8. The tenderer shall follow the respective standards for material and workmanship for such works.
9. Before supplying item no., 4, 5 & 6 the contractor shall take measurement for all locations and submit the quantity sheet for approval.
10. The tenderer must mention the make and model number of Air conditioners offered by him. All Three types air conditioners offered by tenderer shall be of the same make only. If the tenderer fails to submit the make and model number offered by them, GM/RailTel will have the option to decide the make & model of the Air conditioner mentioned in the tender and it will be binding on the contractor.
11. Any item specifically mentioned or not but required for successful commissioning of work is deemed to be covered in the scope of work.

For Schedule – B : Comprehensive Service Maintenance of cassette ACs and Split Air Conditioners

- 1.0. Scope of work covers comprehensive service maintenance of 1TR / 2TR split AC / 3TR capacity cassette AC, both preventives as well as break down maintenance. It also includes repairs/replacement of any part/component deemed to be defective to ensure efficient, reliable and safe working of Air conditioners.

The defective parts/components to be repaired / replaced are, fan motors, evaporator motor, evaporator, condenser, compressor (OEM warranty replacement), drainage water pump of Split/cassette AC and leakage in refrigeration pipe line.

The performance of the repaired unit is to be checked by measuring electrical load of the unit and cooling capacity by grill temperature. The new parts/component with their reputed makes to be replaced against the defective one are given as under :-

- (i) Capacitors of Asian/Keltron/Epcos/Priya/any ISI approved make with prior approval.
- (ii) Air break contactor of L & T /Siemens make. /any ISI approved make with prior approval.
- (iii) Relays and thermostats of Shriram/Denfoss/Kirloskar make.
- (iv) In addition to this if any air filter is damaged it should be replaced by the contractor. No separate payment will be made further.

2.0. Maintenance Schedule

2.1.1 Quarterly :

- (i) Check cassette AC and split AC for their general performance.
- (ii) Clean return air filter and decorative grills.
- (iii) Inspect Electrical and Mechanical joints for any loose connection and functioning of switches.
- (iv) Check cooling efficiency of the unit and maintain the temperature in the range of 22°C to 24°C in Air conditioning space before and after the schedule maintenance. Temperature readings shall be taken and recorded in the maintenance register.
- (v) Inspect the compressor for any undue vibration.
- (vi) Earthing connection to be checked.
- (vii) Clean and check blower assembly and condensing unit.
- (viii) Oiling & greasing to the bearings of Evaporator motor & blower drum and bushes.
- (ix) Check all electrical parts / gadgets like capacitors, overload, starting relays, thermostat switches and replace the defective ones immediately.
- (x) Clean remote control of all the units and take corrective action, if necessary.
- (xi) Clean condenser unit with compressed water /air blower.
- (xii) Check the gas pressure and recharge if necessary
- (xiii) Clean the finned surface of air cooled condensers by proper brushing.
- (xiv) Check Electrical joints, MCBs etc. and ensure the proper supply & capacity of MCB switches.
- (xv) Earth connection to be checked if disconnected, make it properly.
- (xvi) Check working of drainage water pump of AC units and necessary repairs of defective equipment.

2.1.2 Half Yearly :

In addition to quarterly schedules, following checks should be done:

1. Check electrical load/ current drawn by the unit. If it is observed abnormal than normal current drawn by unit, remedial action should be taken immediately.
2. Check the voltage & tightness of compressor terminals.
3. Check the function of overload relays & thermostat, replace them if found defective.
4. Earth connection to be checked.

2.1.3 Yearly : In addition to quarterly, and half yearly schedules, following checks should be done.

1. Inspect the detailed physical conditions of AC units for any rusty spot on the surface and intermediate tray, condensing unit or anywhere else on the cabinet. Clean the spot with emery paper, provide anticorrosive paint and then apply fresh oil paint on rusty spot so as to prevent the spread of corrosion.
2. Check earth connections to compressor and blower fan motors.

3.0 Responsibility of Contractor :

1. The defects shall be attended properly within the given period.
2. The contractor should keep all the necessary tools, testing equipments, spare parts, sub assemblies & consumable in the ready stock.

4.0 Other Terms And Condition :

- (i) All electrical works should be carried out as per Indian Electricity Rules and Regulations.
 - (ii) The contractor should submit their address and telephone numbers of their registered office where complaints are to be communicated.
 - (iii) In case of any urgency, the contractor will be telephonically informed of the failures at the registered office and the unit should be attended/repared by him within 24 Hrs. from the time of intimation of the failure to the contractor. Any failure on the part of contractor to repair the defective unit within the specified period will attract a penalty, in addition to nonpayment of AMC charges of the unit for non working period beyond 24 hrs.
 - (iv) The firm should arrange to depute adequate experienced staff for maintenance ;
 - a. Healthy and physically fit.
 - b. Spoken / written knowledge of Marathi/ Hindi/ English.
 - c. Should not have any criminal background.
 - d. The contractor shall be fully responsible for the conduct of the staff deputed by him.
5. Two separate registers shall be maintained by the contractor for keeping records of maintenance done - One for schedule maintenance and other for breakdown. The record of attended calls and maintenance carried out shall jointly be signed by the contractor and RailTel representative.

Records to be maintained by Supervisors In charge -

i) Format for Schedule Maintenance

Date	Sr No of unit	Location of unit	Signature of Contractor or his representative	Signature of RailTel Supervisor

ii) Format for Breakdown Maintenance

Date of Complaint Received	Sr No of unit	Location of unit	Action Taken	Date on which it repaired	Signature of Contractor or his representative	Signature of RailTel Supervisor

6. The contractor should depute their skilled staff for service maintenance as per maintenance schedule defined in the contract. For breakdown calls the nominated staff should report at the break down place within reasonable time.
7. The performance of units will be inspected jointly by contractor and RailTel representative.
8. The service Engineer/Staff Nominated by the contractor for repair/servicing at any station shall observe all Safety and Security Rules at the place of work.

9. Any damage to RailTel equipment/structure due to negligence & carelessness of contractor's staff, the cost of repair of installation/Assets will be borne by the contractor.
10. The contractor should bring their own Tools and Plants and other equipments required for execution/maintenance of the work.
11. The contractor should have his own setup for repair/maintenance & skilled staff. The contractor should submit the employees details, list of T & P items available with them.
12. The rates quoted by Tenderer and accepted by RailTel Administration shall be firm and holds good till the completion of the work and shall not be subject to variation. No claims what so ever on this account shall be entertained at any stage.
13. All safety measures shall be taken by contractor's nominated staff to prevent accident while executing the work. No compensation towards any accident will be paid by RailTel.
14. Necessary reasonable space, Electricity and water in connection with the contract, will be provided by the RailTel free of cost.
15. The firm's nominated staff shall be issued Identity Cards by the contractor at his own cost. The Cards shall be made up of durable material and shall have Passport size photograph. The Cards so prepared be submitted to RailTel for authorization by RailTel Administration before commencement of the contract.
16. Contractor and his service personnel should make their own arrangement for travel & transportation of Material.
17. All the decisions taken by GM/RailTel will be binding on both the parties in respect of any dispute during the tenure of the work.
18. **Penalty:-**
 - i) **For Non Compliance of breakdown failures:** If any of the defective units is not attended within 24 hrs from the time of reporting of the failure to the contractor, an amount of Rs.100/- as penalty per day per unit for the period exceeding 24 hrs, will be imposed and deducted from the quarterly progressive bills of the party. The period of such failure exceeding 12 hrs. will rounded off to one day. This is in addition to the nonpayment of AMC charges of defective units for non working period exceeding 24 hrs.
 - ii) **For Non Compliance of Schedule Maintenance:** If schedule maintenance is not followed for any units during the quarter, a penalty of Rs.25/- per unit per day for delay beyond 90 + 10 days from last schedule, will be imposed and deducted from the progressive bill of the contractor.
19. **NOTE :** For SOR Part 'A' & 'B'
 - (i) Items details in the Schedule of Quantity and rates shall be read in conjunction with explanatory note of schedule of tender for respective items.
 - (ii) All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, Erection, Testing and commissioning as required including small parts such as bolts, nuts, lock nuts, washers etc.
 - (iii) The tenderer shall quote the offer in percentage above/below the schedule for rates both in figures and words.
 - (iv) The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
 - (v) The prices shall be commercially firm and without any ambiguity.

- (vi) Basic Quantities and component of material required making up a unit of work for items mentioned in the explanatory notes are indicated for guidance purpose only. It is the sole responsibility of the contractor to supply the system as per design and therefore he shall work out the exact quantities of component required for completing the work and satisfactory operation of the system. The tenderer should see the site conditions before submitting the offer.
- (vii) Contractor should note that all specifications, as per the latest amendments to IS and other relevant standard specifications shall be applicable, unless specified otherwise.
- (viii) The Contractor shall arrange all necessary tools, equipments, instruments, spares and other facilities for execution, and tests and commissioning as specified and decided by the engineer in-charge.
- (ix) Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to during testing and commissioning, validated with calculations and / or software as desired by the representative of RailTel.
- (x) The information asked to be furnished shall be complete in all manner.
- (xi) Comprehensive Annual Maintenance Contract will be for a period of 4 years after expiry of warranty period. Standard warranty for compressor of AC is for a period of 5 years. This is covered in OEM's warranty period. If any compressor is required to be replaced, under this period, no separate payment shall be made for this. While quoting the rates for AMC, the tenderer shall take into account this aspect.
- (xii) Separate contract Agreement shall be signed for CAMC period by the tenderer, before the expiry of original warranty of 12 months. After submission of fresh PBG of value 10 % of total value of SOR – B, old PBG shall be released. If the tenderer fails to submit the fresh PBG, before the expiry of original warranty period of 12 months, the PBG already submitted for SOR Part 'A' shall be encashed.

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 6th Floor III Block, Delhi Technology Park, Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd, Mahalaxmi Railway Microwave Compound, SenapatiBapatMarg, 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 **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 uptoand
 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 day of 2017

.....
(Indicate the
name of the Bank)

Witness :-

1. Signature
Name
2. Signature
Name

AGREEMENT

An AGREEMENT made this _____ day of _____ two thousand and Sixteen, between RailTel Corporation of India Limited, having its registered office at 6th 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 Executive Director 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 _____
(_____ or his successor) in the presence of :-

1. Signatures

Date

Name in Block Capitals

2. Signature

Date

Name in Block Capitals

Details to be furnished by the Tenderer

1	Name of Firm/ Contractor/ Supplier	
2	Name of Owner (s) / Partners attach details of all partners	
3	Complete Address	
4	Telephone Number	
5	Mobile Number	
6	Email ID	
7	Details of Tender Document Fee ;- Receipt No./DD No. Amount Date Bank Name	
8	Details of EMD:- - DD No. Amount Date Bank Name	
10	Undertaking by the tenderer that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted /debarred in the past by any Govt. Organisation	
11	PAN Number (enclose copy)	
12	SGST Number (enclose copy)	
13	CGSTNumber (enclose copy)	

Signature of Tenderer with seal

Annexure - IV**INFORMATION FOR PAYMENT THROUGH RTGS/NEFT**

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

Signature of Tenderer with seal

**END OF
TENDER DOCUMENT**

NOTE :- The tenderer must sign each page of tender document.