



Tender No: RailTel/Tender/LT/RC/ER/HQ/2017-18/1033 Dt.08.08.2017

**TENDER DOCUMENT
FOR
SUPPLY OF FIBRE OPTIC PATCHCORD,
ADAPTORS, ATTENUATORS, FMS AND
MEDIA CONVERTERS.**

**RAILTEL CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
EASTERN REGION
3rd Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.
Phone (033)44041499 FAX : (033)44041490**

COPY NO. _____ :: ISSUED TO _____

Cost of Tender Document Rs. 3150/- (Rupees Three Thousand One hundred and Fifty only)

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RAILTEL CORPORATION OF INDIA LIMITED

16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071

Eastern Region

Phone (033)44041499 FAX : (033)44041490

Tender No.: RailTel/Tender/LT/RC/ER/HQ/2017-18/1033

Dt. 08.08.2017

LIMITED TENDER NOTICE

RailTel Corporation of India Limited, Eastern Region, Kolkata invites sealed Tenders for in 'single packet' system from established contractors of repute with proven experience for "Supply of Optic patch cords, Adaptors, Attenuators FMS and Media Converters for RailTel, Kolkata" Tender Documents containing Schedule of Requirements, Instructions to Tenderers, Tender conditions and Technical Specifications are enclosed. The details are furnished below:

a)	Sale of Tender	10.08.2017. (From 11:00 hrs. to 17:00 hrs.)
b)	Last date & time of submission of tender	Up to 15:30 hrs. on 23.08.2017
c)	Date & time of opening of tender	at 15:30 hrs. on 24.08.2017 (If the date of opening happens to be a holiday, the tender will be received & opened on the next working day at the same time)
d)	Approximate value of Tender	Rs. 22,59,775/- excluding GST as Applicable. (Rupees Twenty-Two lakhs Fifty Nine thousand Seven Hundred and Seventy Five only)
e)	Earnest Money Deposit	Rs. 45500/- (Rupees Forty Five Thousand Five Hundred only)
f)	Validity of the offer	90 (Ninety) days from the date of opening of tender.
g)	Delivery period	30 (Thirty) days from the date of issue of Purchase Order.
h)	Cost of Tender Document	Rs. 3150/- (Rupees Three Thousand One Hundred and Fifty) only including GST. Rs. 500 extra/- (Rupees Five Hundred Extra) if requested by post.

Note:

1. The offer shall be dropped in tender dropping box kept at RailTel Corporation of India Ltd., Eastern Regional Office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700071 by due date & time.

2. All pages of the original tender document duly signed by tenderer should be submitted along with the offer. Tender received without EMD and cost of Tender Document will be summarily rejected. The envelope containing offer shall be super scribed as “Supply of Fibre Optic Patch cords, Adaptors, Attenuators, FMS and Media Converters”
3. Tenderer (s) who are submitting downloaded (from Web site) Tender documents must enclose with the tender form, a demand draft/Pay order issued by any nationalized/scheduled bank in favour of RailTel Corporation of India Ltd. Payable at Kolkata towards the cost of the Tender documents. Tender offers not accompanying with the requisite tender fee as above shall summarily be rejected.
4. Only the original computer printout of the Tender documents downloaded from the website must be submitted. Photo copies are not acceptable. Tenders submitted in photo copies of down loaded documents are liable to be rejected. If during the process of tender finalization, after issue of order also, it is detected that tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents down loaded from website, his offer will be summarily rejected and the earnest money deposited by the tenderer shall be forfeited by the RailTel.
5. Tender document is not transferable.
6. Care in Submission of Tender.
 - I. Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Good and Service Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state’s state Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - II. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - III. 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 authority.

For any clarification you may contact this office.

(Arun Michael)
General Manager (Operation)
for RailTel Corporation of India Ltd.

Chapter - I

OFFER LETTER

To
 RailTel Corporation of India Limited,
 Eastern Region, 16th Floor,
 Chatterjee International Centre,
 33A Jawaharlal Nehru Road,
 Kolkata – 700 071.

I/We _____ have read the various conditions detailed in 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 90 days from the date of opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We submit our offer for “Supply of Fiber Optic Patch cords, Adaptors, Attenuators, FMS and Media Converters” at the rates quoted in the attached schedules and hereby bind myself/ourselves to provide the materials within 30 days from the date of issue of Advance Purchase Order. I/We also hereby agree to abide by the Various Conditions of tender document and to carry out the supplies according to the Specifications for materials laid down by the RailTel for the present tender document.

2. A sum of Rs.45,500/- (Rupees Forty Five Thousand Five Hundred Only) only as a Account Payee Demand Draft in favour of RailTel Corporation India Ltd. no. _____ dated _____ issued by _____ 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 15 days after receipt of orders to that effect.

SIGNATURE OF TENDERER (S)

Date

SIGNATURE OF WITNESS

TENDERER (S) ADDRESS

- 1.
- 2.

Chapter II

SCHEDULE OF REQUIREMENTS

Tender No. RailTel/Tender/LT/ER/HQ/2017-18/1033 Dt. 08.08.2017.

S No.	Material	Qty.	Unit	Unit Rate (Rs.)	Amount All incl. (Rs.)
1	Single mode LC/PC - FC/PC-patch Chord 30 mtr. Length	10	Nos.		
2	Single mode LC/PC - FC/PC-patch Chord 20 mtr. Length	239	Nos.		
3	Single mode LC/PC - FC/PC-patch Chord 10 mtr. Length	1415	Nos.		
4	Single mode LC/PC - FC/PC-patch Chord 5 mtr. Length	435	Nos.		
5	Single mode LC/PC - FC/PC-patch Chord 3 mtr. Length	10	Nos.		
6	Single mode LC/PC - FC/PC-patch Chord 2 mtr. Length	12	Nos.		
7	Single mode SC/PC - FC/PC patch Chord - 20mtr length	130	Nos.		
8	Single mode SC/PC - FC/PC patch Chord - 10mtr length	472	Nos.		
9	Single mode SC/PC - FC/PC patch Chord - 5mtr length	125	Nos.		
10	Single mode SC/PC - SC/PC patch Chord - 20mtr. Length	60	Nos.		
11	Single mode SC/PC - SC/PC patch Chord - 10mtr. Length	228	Nos.		
12	Single mode SC/PC - SC/PC patch Chord - 5mtr. Length	30	Nos.		
13	Single mode LC/PC - LC/PC patch Chord - 20m length.	325	Nos.		
14	Single mode LC/PC - LC/PC patch Chord - 10m length	889	Nos.		
15	Single mode LC/PC - LC/PC patch Chord - 5 mtr. Length	585	Nos.		
16	Single mode LC/PC - LC/PC patch Chord – 3 mtr. Length	10	Nos.		
17	Single mode LC/PC - LC/PC patch Chord – 2 mtr. Length	135	Nos.		
18	Single mode LC/PC - LC/PC patch Chord – 1 mtr. Length	150	Nos.		
19	Single mode FC/PC - FC/PC patch Chord – 20 m length.	140	Nos.		
20	Single mode FC/PC - FC/PC patch Chord – 10 m length.	865	Nos.		
21	Single mode FC/PC - FC/PC patch Chord – 5 m length.	190	Nos.		
22	Single mode SC/PC - LC/PC patch Chord -20 mtr. Length	180	Nos.		
23	Single mode SC/PC - LC/PC patch Chord -10 mtr. Length	800	Nos.		
24	Single mode SC/PC - LC/PC patch Chord -5mtr. Length	196	Nos.		
25	Single mode E2000/APC - FC/PC patch Chord – 20 mtr. Length	30	Nos.		
26	Single mode E2000/APC - FC/PC patch Chord – 10 mtr. Length	201	Nos.		
27	Single mode E2000/APC - FC/PC patch Chord – 5 mtr. Length	20	Nos.		

S No.	Material	Qty.	Unit	Unit Rate (Rs.)	Amount (Rs.)
28	Single mode E2000/APC - SC/PC patch Chord – 10 mtr. Length	265	Nos.		
29	Single mode E2000/APC - SC/PC patch Chord – 5 mtr. Length	40	Nos.		
30	Single mode SC/PC - E2000/APC patch Chord – 20 mtr. Length	30	Nos.		
31	FC/PC-FC/PC 0dB Adaptor	1337	Nos.		
32	FC/PC-FC/PC 10dB Attenuator	369	Nos.		
33	FC/PC-FC/PC 5dB Attenuator	215	Nos.		
34	LCPC Plugin Attenuator - 5dB	655	Nos.		
35	LCPC Attenuator - 10dB Plugin	631	Nos.		
36	LCPC Plugin Attenuator - 2dB	30	Nos.		
37	LC - LC Adaptor	104	Nos.		
38	SC/PC Plugin Attenuator - 5dB	57	Nos.		
39	SC/PC Plugin Attenuator - 10dB	67	Nos.		
40	SC/PC - SC/PC Adaptor	82	Nos.		

S No.	Material	Qty.	Unit	Unit Rate (Rs.)	Amount (Rs.)
41	24F Rack mountable FMS with all the installation accessories and Pigtail	44	Nos.		
42	48F Rack mountable FMS with all the installation accessories and Pigtail	34	Nos.		

S No.	Material	Qty.	Unit	Unit Rate (Rs.)	Amount (Rs.)
42	AC Operated Media Conveter (Ethernet to Optical)	100	Nos.		
43	DC Operated Media Conveter (Ethernet to Optical)	50	Nos.		

Total in figures:					
Total in words:					

Note:

1. The Tenderer has to quote against all the items of the SOR. Merit position will be prepared based on the total cost offered for the full quantity of supply. Tenderer shall indicate the make of material offered and its specification.
2. The material should be supplied as per Technical Specification given in Chapter –V.
3. The Tenderer shall indicate the breakup of quoted rates indicating separately the basic cost GST, insurance charges, packing, forwarding & transportation charges (freight up to the destination) including unloading at consignee premises and other levies, if any as per Annexure – A & Annexure – B.

Annexure - A

Price Schedule for Indigenous items													
S No	Des crip tion	Ex-Factory Price (Basic unit price exclusive of all levies and charges)	IGST	CGST		SGST		Pkg. & Forwarding charges		Freight & Insurance Charges		C es s	Price per unit (all inclusive) for delivery at destination (3+5+7+9++11+12)
			% Amount	%	Amt.	%	Amt.	%	Amt.	%	Amt.		
<i>1</i>	<i>2</i>	<i>3</i>		<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>

Chapter – III

Commercial Terms & Conditions

1. Offer letter and Validity of offer:

- 1.1 The bidder shall complete the Offer Letter (Chapter - I) and the Price Schedule (Chapter II) 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 the bidders, authorization from original manufacturer should be enclosed.
- 1.2 The tenderer should have registered GSTIN No. for providing ITC credit to RailTel by issuing Tax Invoice/Debit Note/Credit Note.
- 1.3 The offer should be valid for 90 days from the date of opening of Tender.
- 1.4 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs.

2. Eligibility Criteria-Deleted.

3. Warranty

- 3.1 The material shall be warranted for 12 months from the date of delivery, duly accepted by consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings given in tender document. The tenderer shall be responsible for any defects that may develop under the conditions provided by the tender document and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet end requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 3.2 If it becomes necessary for the contractor to replace or renew any defective supply or portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of warranty. If any defect is not remedied within a month, the Purchaser may proceed to procure the material 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.

- 3.3. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

4. Delivery

- 4.1 The Materials should be supplied within **30 days** of issue of “Purchase Order” against APO for Rate Contract and should be delivered to the consignees as per Purchase Order. The materials are required to be delivered to Manager(Tech.)/Store/RailTel at 2nd Floor, New Koilaghat Building, 14 Strand Road, Kolkata – 700 001.
- 4.2 The materials should be supplied within 30 days from the date of receipt of Advance Purchase Order.
- 4.3 The material should be supplied in a staggered manner, which will be intimated to you issuing an Advance Purchase order. The offered rate should be valid till 31.03.18.

5. Payment Terms

- 5.1 **90 %** of the value of the part supply of order on receipt of materials at site duly inspected and accepted by RailTel representative accompanied with the following documents:
- Tax Invoice, Debit Note/Credit Note where applicable.
 - Delivery Challan duly accepted by Consignee.
 - Inspection certificate
 - Warranty certificate of OEM/Supplier
 - Insurance Certificate
 - Certificate for Fall Back clause (cl.30.4)
 - GSTIN No.
 - RTGS details
- 5.2 Balance 10% value of the PO, on full supply along with proper document at site and on receipt & accepted by the consignee.

6. Performance Bank Guarantee (PBG)

The supplier is required to submit a Performance Bank Guarantee (PBG) within 15(fifteen) days of issue of Purchase Order for **10 % of the value of the order and valid for a period of 4 (four) months beyond warranty period towards satisfactory performance as per tender clauses.** The PBG shall be returned after successful completion of contractual obligation. The Performa for PBG is given in Chapter IV. The PBG will be forfeited if the order is terminated by the Purchaser on account of Contractor’s fault.

7. Taxes and Duties :

Please see Clause 18.

8. Liquidated Damages:

The timely delivery is the essence of this contract, Liquidated damages will be applicable at the rate of 0.5% (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.

9. Transportation :

The rate quoted should be FOR Destination.

10. Statutory Deduction :

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

11. Issue of Advance Purchase Order / Award of Contract:

The issue of Advance Purchase Order/Rate Contract in favour of the successful bidder/s shall constitute the intention of the purchaser to enter into contract with the bidder for a period of One year. The bidder shall have to furnish the acceptance along with performance bank guarantee within 15(fifteen) days of issue of P.O.

12. Purchaser's Right to Vary Quantities:

The Purchaser reserves the right to increase or decrease the order quantity by **up to 25 %** of the ordered quantity if required on the same price and terms and conditions during the currency of the contract, with the suitable delivery schedule for the enhanced quantity.

13. Splitting of Order:

There will be no splitting of items/ quantities of the order

14. 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, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

15. Issue of Purchase Order

As per requirement of RailTel, purchase order will be issued against the APO/Rate Contract. Contractor/Bidder have to supply the material within 30 days from the date of issue of PO.

16. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 6 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the

Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

17. Earnest Money Deposit (EMD)

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalized / Scheduled bank in India in favour of “RailTel Corporation of India Ltd. payable at Kolkata”. 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 Purchase Order and furnish performance security in accordance with clause 5 and 10.

- 17.1 Tenders under noted categories of tenderers need not deposit Earnest money: -
- a) Firm registered with NSIC up to the monetary limit of their registration for the items tendered.
 - b) Firm registered with RailTel/Railways up to monetary limit of their registration for the items tendered/trade groups of items tendered.
 - c) Firm on Approved list of RDSO/PSUs/CORE/Railways etc. for those specific items for which they are on approved list.
 - d) Other Railways, Government departments.
 - e) In tender participating MSE's quoting price within price band of L1+15% shall also be allowed to supply a portion up to 20% of the requirement by bringing down their price to L1 price where L1 is non MSEs.
- 17.2 Earnest Money of the unsuccessful bidder will be returned as promptly as possible. No interest shall be payable on the EMD.
- 17.3 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with **clause 5**.
- 17.4 Tenders not accompanied by Earnest money shall not be considered.

18. BID PRICES, Taxes & Duties:

- 18.1 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other tax like Goods and Service Tax subsuming the indirect taxes like Excise, VAT, Service Tax etc.), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pay 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 supply within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any tax or levy or cess give a written notice thereof to Railtel that the same is given pursuant to this condition, together with all necessary information

including details of input credit relating thereto. In the event of non-payment/ default in the payment of any of the above taxes RailTel reserve the right to with-hold the dues/ payments of bidder and make payment to Local /State/ Central Government authorities as may be applicable.

- 18.2 After imposition of GST as explained in clause 18.1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/ IGST GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
- 18.3 The break-up of price of each item of SOR in terms of basic unit price, GST, Freight, Forwarding, Packing, Insurance cess already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all exclusive rates (with tax break-up).
- 18.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

19. Clause wise Compliance

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

20. Proveness of the material/equipment supplied:

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

21. Training - Deleted.

22. Inspection

- 22.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.
- 22.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 22.3 In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

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

23. Force Majeure

Force majeure shall mean -

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

24. Settlement of Disputes:

24.1 For all commercial contracts with Private entities:

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

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

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

25. Governing Laws

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

26. Termination for Default

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the order/contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser. In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the order/contract to the extent not terminated.

27. Termination for Insolvency

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

28. Deleted

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

29.1 The envelope shall be addressed to the Purchaser at the following address:

**Executive Director/Eastern Region,
RailTel Corporation of India Ltd.,
3rdFloor, Chatterjee International Centre,
33A Jawaharlal /Nehru Road,
Kolkata – 700 071.**

29.2 Earnest Money Deposit (EMD) equal to **Rs.45,500/- (Rupees Forty Five Thousand Five Hundred and only)** in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at Kolkata, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. Each **and every page of the bid should be numbered and signed by authorized representative of the firm.** Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

- 29.3 **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.**
- 29.4 The envelope shall bear **Name of the supply, the tender no. and the words “DO NOT OPEN BEFORE” (due date).**
- 29.5 Bid should be delivered to the above address so as to reach up to **15:00 hours of 24.08.2017** 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 of opening shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday the same shall be done on the next working day.

30.0 UNIT PRICES

- 30.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, charging for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunt charges, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.
- 30.2 The prices quoted by the tenderer shall include cost of testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, custom handling, cost of storage in custom, loading-unloading and handling of materials and road transport which the contractor may use for carriage of materials to his depot. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 30.3 The price to be quoted by the tenderers should take into account the credit availed on inputs under the GST scheme. The tenderers should give a declaration that any setoff in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The firm will furnish documentary evidence of such duties/taxes paid, to enable the purchaser to avail ITC credit.
- 30.4 The prices quoted in the contract shall be exclusive of all taxes i.e. The tenderer will indicate the details of taxes included in the unit price. Offer must specific details/ breakup of various taxes included in the unit prices
- 30.5 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.

31.0 Fall Back Clause:

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

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

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

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, 143 Institutional Area, Sector – 44, Gurgaon – 122 003 with Eastern Regional office at 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement/PO 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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of

the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

We, 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. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s). (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 for
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

STATEMENT OF DEVIATIONS
(PROFORMA FOR STATEMENT OF DEVIATIONS)

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

Commercial Terms & Conditions (Chapter – III)

Clause	Deviation	Remarks (Including justification)
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2. The following are the particulars of deviations from the requirements of the technical specifications (Chapter – V)

Chapter	Clause	Deviation	Remarks (Including justification)
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating ‘**no deviation**’

SIGNATURE AND STAMP OF THE
MANUFACTURER/TENDERER

TECHNICAL SPECIFICATIONS FOR PATCHCORDS, ADAPTORS AND ATTENUATORS

Specifications of Patchcords:

The Patch cords should be confirming to TEC No.: **TEC/GR/TX OFJ-01/05/NOV-09 with latest amendment No. TEC/T/OFC-OFJ/155/2013**. However, the Patch cords should have the following:

- i) Operating Temperature: -60°C to +85°C.
- ii) Insertion Loss:
 - a) Insertion Loss of complete patch cord including adapter when tested from each direction in all conditions of operations: ≤ 0.3 dB
 - c) Insertion Loss of Adaptors: ≤ 0.1 dB
- iii) Return Loss for each connector of patch cord:
 - a) Type-I FC-PC : ≥ 50 dB
 - b) Type-II SC-PC : ≥ 50 dB
 - c) Type-III SC-APC : ≥ 65 dB
 - d) Type-IV LC : ≥ 50 dB
- iv) The length and type of connector of each Patch Cord: As per SOR.
- v) Connector Body:
 - a) FC-PC : Ni plated brass body (Ni plating shall be as per BIS Standards)
 - b) SC-PC & SC-APC : Engineering thermoplastic (Glass filled PBT: Polybutylene Terephthalate)
 - c) LC : PEI (Polyetherimide)/ PPS (Polyphenylene Sulphide)
- vi) Color of connector body:
 - a) FC-PC connector: Ni plated Brass
 - b) SC-PC connector: Blue
 - c) SC-APC connector: Green
 - d) LC connector: Blue
- vii) Radius of curvature:
 - a) FC-PC : 10 to 25 mm
 - b) SC-PC : 10 to 25 mm
 - c) SC-APC : 5 to 12 mm
 - d) LC : 10 to 25 mm
- viii) Minimum bending radius of the cable:
 - a) Loaded : 50 mm
 - b) Unloaded : 30 mm

Note: The bidder/OEM has to give compliance for the TEC specifications for above mentioned items, offered in this bid.

Check List to be attached along with the Bid.

S.N.	Document	Attached (Yes/No)
1.	Bank detail format (Account No. & IFSC Code)	
2.	PAN Number	
3.	GSTN Number	

END