

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

TENDER DOCUMENT

FOR

"Supply, Installation & commissioning of Managed Element Monitoring System (EMS) of SDH for LGH-BTI Railway project"

No. RailTel/Tender/ST/NR/LGH-BTI/ EMS of SDH /2017-18/06

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No. RailTel/Tender/ST/NR/LGH-BTI/ EMS of SDH /2017-18/06 ,Dated: 12.06.2017

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TENDER NOTICE

M/s Tejas Networks Ltd. 5th floor,plot no.25, JP Software park,Electronic City,Phase-1 Hosur Main road,Banglore-560100 Tel: +91-80-4179 4600/700/800,

Fax: +91-80-28520201

Sub:Single Tender for "Supply, Installation & commissioning of Managed Element Monitoring System (EMS) of SDH for LGH-BTI Railway project"

Executive Director, RailTel Corporation of India Ltd., Northern Region, New Delhi, invites sealed tender (in single packet) for "Supply, Installation & commissioning of Managed Element Monitoring System (EMS) of SDH for LGH-BTI Railway project" as per following details:

a)	Last Date and Time of Submission of offer	Upto 1500 hrs of 28.09.2017
b)	Time of opening of Tender	1500 hrs of 28.09.2017
c)	Validity of offer	60 days
d)	Approximate cost of Tender	Rs. 914032/-
e)	Earnest money	Rs. 18300/-
f)	Delivery period	60 days
g)	Cost of Tender Document:	Rs. 5,900/- (Five Thousand Nine Hundred only) and Rs. 6,490/- (Six Thousand Four Hundred and Ninety only), if required by post including GST, Surcharge and postage charges of Rs. 500/-
h)	pages of original tender document	osed herewith & also sent through email. All duly signed by the tenderer along with the offer RailTel Corporation of India Ltd., 6th floor,

(Y.P.Š.Malik) General Manager/Projects For & on behalf of ED/NR



INDEX

Chapter	Content	Page No.
Chapter 1	Offer Letter	4
Chapter 2	Schedule of Requirement	5-8
Chapter 3	Commercial Terms and Conditions	9-15
Chapter 4	Proforma for Performance Bank Guarantee	16-17
Chapter 5	Technical Specifications	18



OFFER LETTER

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

I/We			have read	the various
conditions detailed in tender docu	ment attached he			
SAID CONDITIONS. I/We also a				
60 days from the date fixed for o				
for forfeiture of my/our Earnest M				The se made
"Supply, Installation & commiss			nitoring Sv	stem (EMS)
of SDH for LGH-BTI Railway p				
No. RailTel/Tender/ST/NR/LGH-				
RailTel Corporation of India Limi				
bind myself/ourselves to supply th				
Purchase Order. I/We also hereby				
carry out the supply according to t				
the present order.		8		
T 6				
I agree for payment of Security				per terms &
conditions of tender within 15 day	s after receipt of	LOA to that effec	et.	
SIGNATUDĖ OF CONTRACTO	D (G)			
SIGNATURE OF CONTRACTO	K (2)	944		100
Date				
Date				
SIGNATURE OF WITNESS		ONTRACTOR (S	ADDDEC	
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SCHEDULE OF REQUIREMENT (SOR)

SN	Description		Unit	Qty.	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	Supply of Managed Element Monitoring System (EMS) including associated application software as per	Tejas EMS , Hardware	Nos.	1		,
2	the Technical Specifications contained in Tender document complete with all hardware and accessories including UPS with 10 hours backup for SDH.	Tejas EMS , associated application software	Nos.	1		2
3	Installation & commissioning of Manage Monitoring System (EMS)	ed Element	Nos.	1		

Note:

- 1.1 Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc..
- 1.2 Cost breakup to be submitted by the bidder:
 - a. Basic Rate
 - b. GST
 - c. Transportation charge
 - d. Others
- 1.3 User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.
- 1.4 Please submit the details of Supply orders/work orders of these equipments received in last one year from other PSUs and Telecom Service Providers along with their copies.



1.5 Introduction To GST

- 1.5.1 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 pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of Railtel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to Railtel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, Railtel reserves the right to with-hold the dues/payments of bidder and make payment to local/state/Central Government authorities as may be applicable.
- 1.5.2 After imposition of GST as explained in clause 12.1.1 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.
- 1.5.3 The break-up of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However if rates are reduced in the current tax structure the bidder has to pass on the benefit to Railtel.



Annexure-A

	1	T			1	Pr	ice S	chedul	e for I	ndigenou	s Item	S		
SN Description		Unit Basic Price	CGST@%		SGST@%		IGST@%		Pkg & Forwarding Charges		Frieght &	Insurance Charges	Other Charges and Levies	Price Per Unit (all inclusive) for delivery at destination (3+5+7+9+11+12 +13+14)
			%	Amt	%	Amt	%	Amt	%	Amt	%	Amt		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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						100								
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Annexure-B

	1	T	·			Price	Sched	lule f	or Imp	orted Items	S			
Z	Description	Unit Basic Price	CGST@%		SGST@%		IGST@%		Pkg & Forwarding Charges		Frieght &		Other Charges and Levies	Price Per Unit(all inclusive) for delivery at destination (3+5+7+9+11+ 12+ 13+14)
			%	Amt	%	Amt	%	Am	%	Amt	%	Amt		7
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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Commercial Terms & Conditions

1. OFFER LETTER AND VALIDITY OF OFFER

- 1.1 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2 The offer should remain valid for a period of 60 days from the date of opening.

2. WARRANTY

- 2.1 The materials covered in SOR are to be warranted for 36 months from date of delivery to the 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. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, 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.
- 2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later, If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work 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.
- 2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement within 30 days and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

3. Delivery of Material:

3.1 The material should be supplied within 60 days of issue of "Purchase Order" and should be delivered to the consignee as per Purchase Order.

4. Payment Terms

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

- Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate of OEM/Supplier
- Insurance Certificate
- Certificate for Fall Back clause
- Contractor's Certificate of dispatch
- Performance bank guarantee.

Balance 10% value of the PO, after complete installation & commissioning at site and submission of I&C reports dully signed by RailTel Engineer and vendor.

5. Security Deposit/Performance Bank Guarantee (PBG)

The supplier is required to submit a Performance Bank Guarantee (PBG) within 7 days of issue of Purchase Order for 10 % of the value of the order and valid for a period of 4 months beyond warranty period towards satisfactory performance of 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.

6. Taxes & Duties

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

- 6.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.2. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.3. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

- 6.4. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 6.5. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 6.6. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 6.7. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.8. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written—notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.9. In case of imported equipment:-

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.



7. Liquidated Damages

The timely delivery is the essence of this contract. 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 unsupplied quantities/material. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

8. Transportation

The rates quoted should be F.O.R. destination. The destination shall be the nominated depots of RailTel Regional office as indicated in Sub POs.

9. Statutory Deduction

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

10. Purchaser's Right to Accept or Reject Bid

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

10.1 Long Term Availability of Spares & System Support

- 10.1 The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment at least for five years after expiry of warranty. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements.
- 10.2 The manufacturer shall guarantee that spare parts for the system shall be available for a minimum five years after expiry of warranty period and thereafter at least, six months in advance notice shall be given to the RailTel before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the RailTel to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- 10.3 The successful tenderer shall further guarantee that if he goes out of production of spare parts, he shall supply the specifications of material at no cost to purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.

11. Issue of Letter of Acceptance (LOA)

The bidder shall within 7 days of issue of the LOA, give his acceptance and submit performance bank guarantee as per clause 5.

12. BID PRICES

- 12.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance, Octroi etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.
- 12.2 The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 12.3 **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.
- 12.4 Except in conditions of clause 12.3 above, 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.

13. Clause wise Compliance

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

14 Inspection

- Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by RailTel's authorized representative. The material/equipment/interface cards should be offered for inspection within 3 weeks of issue of confirmed purchase order/sub 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.
- Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra cost. 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.

15. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling 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.

16. SETTLEMENT OF DISPUTES

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.

17. Deleted.

18. 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.

19. TERMINATION FOR DEFAULT

- 19.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part
- (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- (b) If the supplier fails to perform any other obligation(s) under the contract; and

- (c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 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 contract to the extent not terminated.

20. 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 nay right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

21. Bid Submission and Opening Date

- 21.1 Each and every page of bid should be 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.
- 21.2 The bid should be submitted in two copies-one original and one copy. The packet containing the original and copy of the bid duly marked "ORIGINAL & COPY" should be sealed by the personal seal of the bidder.
- 21.3 The envelope shall be addressed to the Purchaser at the following address:

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

- 21.4 The envelope shall bear name of work, the tender no, and the words "DO NOT OPEN BEFORE" (due date).
- 21.5 Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:00 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

22. Security Considerations & Security Agreement

The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per

V

the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, you shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website) covering all relevant clauses. You must submit a declaration along with their bid in this regard.



Form No. 1

PROFORMA FOR PERFORMANCE BANK GURANTEE

(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 RailTel Corporation of India Ltd. 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110053. and Northern Regionat Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003 (hereinafter called "the RailTel") having agreed to exempt (M/s. Party Name and Address)	
not exceeding Rs Against any loss or damage caused to or suffered or would	
be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of	
any of the terms or conditions contained in the said PO/Agreement.	
2. We,	
3. We,	
4. We,	



by the said Contractor(s) and acc claim under the Guarantee	is made on us in	writing on or	before the
5. We,	ave the fullest liberty wintens hereunder to vary and to postpone for any time against the said contractor g to the said Agreement are variation, or extension to be part of RailTel or any intensity of the said agreement are variation, or extension to be part of RailTel or any intensity of the said agreement and the said agreement are part of the said and the said agreement and the said agreement are considered as a said agreement and the said agreement are said agreement	thout our consent and only of the terms and to for from time to time (s) and to forbear or and we shall not be related the said Contractor (sindulgence by the Rawhich under the lawing us. In the Constitution of the cate the name of Except with the previous under the Bank guarant we are liable	and without onditions of e any of the enforce any lieved from s) or for any all Tel to the v relating to the Bank or Bank) lastly ous consent to pay the
guaranteed and or any part thereoupon is a written claims or demand			
	Dated the	day of	2017
Witness 1. Signature Name 2. Signature Name		te the name of the Ba	
	(V)_		

Chapter -5

TECHNICAL SPECIFICATIONS FOR THE EACH ITEM OF SOR

- ➤ EMS for STM-1/4 (Item No. 1 of SOR): EMS shall support both STM-1/4 as per TEC Specs No. TEC/GR/TX/SDH-004/04. Jan 2011 or latest.
- The supplied EMS should be capable of managing minimum 50 STM 1/4 of Tejas make with capability for further extension of STM 1/4.

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

