

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

TENDER No.: RailTel/Tender/OT/ER/HQ/2018-19/1066 Dt. 07.12.2018

TENDER DOCUMENT

FOR THE WORK OF

**TRANSPORTATION OF TELECOM DUCT AND U/G OFC CABLE FROM
VARIOUS PLACES IN CHAMPAI DISTRICT TO AIZAWL RAILTEL
STORE IN MIZORAM STATE INCLUDING ALL LOADING, UNLOADING
AND STACKING FOR RAILTEL CORPORATION OF INDIA LTD.,
EASTERN REGION**

Issued to _____

RAILTEL CORPORATION OF INDIA LIMITED
EASTERN REGION, 3RD & 16TH FLOOR,
CHATTERJEE INTERNATIONAL CENTRE,
KOLKATA – 700 071.



From:
RailTel Corporation of India Ltd.,
Eastern Region,
Kolkata – 700 071

To,
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Sub: Transportation of Telecom Duct and U/G OFC cable from various places in Champai District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region

Ref: RailTel/Tender/OT/ER/HQ/2018-19/1066 Dt. 07.12.2018

Please find enclosed the document in respect of above mentioned TENDER which contains the following.

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Interested bidders are requested to submit their offers by means of offline bids only to this office as per details mentioned under clause **Clause 3 Section -3** in this tender document.

Asstt.GM/P

O/o Executive Director/RailTel

Tel: 033-44009999

e-mail: pdjames@railtelindia.com

SECTION-1**NOTICE INVITING TENDER**

Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1066 Dated 07.12.2018.

RailTel Corporation of India Ltd., Eastern Region, Kolkata invites sealed Open Tender in Two Packet System from reputed Transporters / Transport Agency for Transportation of Telecom Duct and U/G OFC cable by Mechanical transport (by road) from various places in Champai District to RailTel Store at Aizawl, Mizoram State including all loading, unloading and stacking properly in position completely as directed by the State in-charge of RailTel effective from the date of issue of LOA.

	Type of Tender	Open Tender (Two packet System)
a.	Date & Time of Sale of Tender documents	From 13.12.2018 at 17:00 hrs.
b.	Date & Time of Closing of sale of Tender Documents	Till 11.01.2019 up to 17:00 hrs.
c.	Receipt of tender documents (Technical and price bid separately in Single Envelop duly sealed)	Up to 15:00 hrs on 15.01.2019
d.	Opening of Tender (Technical bid only)	At 15:30 on 15.01.2019
e.	Earnest Money Deposit (EMD):	Rs. 52,300/- (Rupees Fifty Two Thousand Three Hundred only)
f.	Approximate cost of the work	26,14,764/- (Rupees Twenty Six lacs Fourteen thousand Seven Hundred Sixty Four only) Including GST
g.	Completion period of work	30(thirty) days from the date of issue of the work order.
h.	Validity of offer	60(Sixty) days from the date of opening of tender
i.	Cost of Tender document : Rs. 3,540/- (Rupees Three Thousand Five Hundred Forty only) (Including GST @18%) Rs. 4,040/- if required by post. The required amount shall be payable by Demand Draft in favour of "RailTel Corporation of India Ltd." payable at Kolkata.	
j.	If the tender document is downloaded from the website www.railtelindia.com then the cost of tender document as stated above have to be submitted along with the offer in the form of Bank Draft in favour of RailTel Corporation of India Ltd. payable at Kolkata.	

k. For Small Scale Units registered with NSIC/MSME under single point registration scheme and participating in this tender, following exemptions shall be available.

(i) They shall be exempted from cost of tender documents. However, postage charges of Rs. 500/-+ GST would have to be paid by them, in case they need tender document by post.

(ii) They shall also be exempted from depositing Earnest Money.

This exemption shall be applicable provided units are registered with NSIC/MSME for tendered item and registration is current and valid. Firms, claiming these exemptions, are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/items; otherwise their offer would not be considered.

The Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 reserves the right to reject any tender without assigning any reason.

Asstt. General Manager (P)
for ED/ER/Kolkata
Email id : pdjames@railtelindia.com



SECTION-2**Check-list for Submission of Bid Document**

Please ensure that all documents are fully authenticated by the authorized signatory under his signature with office seal.

S. No	Particulars	For details refer to	Available at page no. (to be indicated by the bidder)
	I	II	III
	TENDER FEE		
1	Demand draft of Rs. 3,540/- (Rupees Three Thousand Five Hundred and Forty only), in favour of RailTel Corporation of India Ltd. payable at Kolkata (If Tender document is downloaded from website: www.railtelindia.com).	NIT SEC-1	
	BID / ENVELOPE		
2	Completed bid form as per Section-13 furnished in the Bid	SEC-3 Clause-11	
3	Technical bid	Clause-11e	
4A.	Financial bid	Clause-11f	
4B.	Tax break up	SEC-3 Clause -19	
	ELIGIBLE BIDDERS		
	Proof as National company / Firm registered as Transporter of goods with either Central Govt. or State Govt. Bodies.	SEC-3 Clause-5	
	Annual Turnover certificate(s)	SEC-3 Clause-4	
	Proof of Experience of successfully Handling & Transportation of Stores by fleet of trucks for Govt. / PSU/ Companies	-do-	
	Photo Copy of PAN Card.	SEC-3 Clause-5	
	Photo Copy of GST Registration	-do-	
	Photo Copy of Valid Trade License	-do-	
	Affidavit to the effect that the bidder does not have any sum/sums of money outstanding against him which are presently due and payable to RailTel.	-do-	
	Photo copy of Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be	SEC-3 Clause-5f	
	Photocopy of a Blank Cheque showing the Name and Account No. of the Bidder, name of the Bank & the Branch and the Bank's MICR code number	SEC-3 Clause-11e (vi)	
	Information about the Bidder	SEC-9	
	Signed declaration	SEC_9	
	Near Relative Certificate	SEC_10	
	Attested copy of the power of Attorney	SEC_3 Clause 11 e (v)	
	BID SECURITY		
	Bid Security for an amount of <u> </u> in the form of Demand Draft in favor of RailTel Corporation of India Ltd. payable at Kolkata.	SEC-3 Clause-9	

Note1: Duly filled LETTER OF AUTHORISATION, as per **Section 12** of bid document, FOR ATTENDING BID OPENING should be brought separately at the time of bid opening.

Note2: The bidder should indicate page no(s) on all the enclosures being attached with the Bid Document and the same should also be mentioned in column -III of checklist. A bid without compliance of this note may not be considered for further evaluation.

SECTION – 3

GENERAL INSTRUCTIONS TO THE BIDDERS AND TERMS AND CONDITIONS

1. DEFINITIONS

- (a) **“The Purchaser”** means the Executive Director, RailTel corporation of India, Ltd. Kolkata, Eastern Region
- (b) **“The Bidder”** means the individual or firm who on in the tender and submits its bid.
- (c) **“The Contractor or Successful Bidder(s)”** means the bidder(s) to whom work in this tender is awarded.
- (d) **“RailTel”** means RailTel Corporation of India Ltd.
- (e) **“The Supplier/ Agency”** means the individual or firm rendering the services under the contract.
- (f) **“The Services”** means all activities related to conduct & performance of contractual obligations under the contract.
- (g) **“The Advance Purchase Order/ Letter of intent”** means the intention of RailTel to place the purchase order on the bidder
- (h) **“The Work order/Purchase Order”** means the order placed by RailTel on the Supplier/ Agency signed by RailTel. Including all attachments and appendices thereto and all documents incorporated by reference therein. The work order/ purchase order shall be deemed as “Contract” appearing in the document.
- (i) **“The Contract Price”** means the price payable to the Supplier/ Agency under the purchase order for the full and proper performance of its contractual obligations.
- (j) **“Acceptance”** is a process of accepting satisfactory services rendered by “Supplier/ Agency” by RailTel.
- (k) **“EMD”** Means Earnest Money Deposit.
- (l) **“PBG”** Performance Bank Guarantee.

2. INSTRUCTIONS TO BIDDERS

- 1) Bidders are required to thoroughly read this document before submitting their offer.
- 2) This tender is for finalization of the contractor(s) for handling and transporting of Telecom Duct and U/G OFC cable. This tender invites for quotation of rates for as per format mentioned in **Section-6** “Financial Bid” along with technical bid.
- 3) Conditional and incomplete tenders are liable for rejection.

3. PREPARATION OF BIDS/ENVELOPES:-

- (a) This is two bids system tender where the **“Technical Bid”** and **“Financial Bid”** are to be sealed in two separate envelopes. Both the envelopes are to be sealed in one packet and submitted as the complete offer. The financial bid will contain only the price schedule. If the technical bid of the bidder will be found wanting in any respect, it will be rejected and the financial bid of the same will not be opened.
- (b) Tender in prescribed form must be enclosed in a sealed cover superscribed **“Transportation of Telecom Duct and U/G OFC cable from various places in Champai District to Aizawl, Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region”** and addressed to the Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

- (c) Tenders has to be dropped in Tender Box kept in the RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071 latest by **15.00 hrs. on 15.01.2019** and will be opened on the same day at **15.30 hrs. on 15.01.2019** in presence of the tenderer's or their authorized representatives.

4. ELIGIBLE BIDDERS:-

- a. The eligible bidders should be national companies / Firms registered as Transporter of goods with either Central Govt. OR State Govt./Local Bodies.
- b. Total contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value.

Document to be submitted: Copy of Audited Balance Sheet and for preceding three years i.e. for Financial years 2015-16, 2016-17, 2017-18 and in this current financial year.

- c. The bidder should have experience of successfully completed similar work (successful transportation of store by truck for central Govt. /State Govt./PSU/ Pvt. Companies in a year) during last seven years ending **31.03.2018** should be either of following.

One similar completed works costing not less than the amount equal to **Rs. 9.15 Lakhs Only (Rupees Nine Lakhs Fifteen Thousand) (Including Taxes)**

OR

Two similar completed works costing not less than the amount equal to **Rs. 5.23 Lakhs Only (Rupees Five Lakhs Twenty Three Thousand).**

OR

Three similar completed works costing not less than the amount equal to **Rs. 3.92 Lakhs Only (Rupees Three Lakhs Ninety Two Thousand).**

5. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:-

- 5.1 The bidder is required to submit all documents as proof of eligibility as per Section 3 clause 4

In addition following conditions are required to be fulfilled and documents are to be submitted with the bids.

- a. The bidder should have Valid PAN Number. (Copy to be submitted)
- b. The bidder should have Valid GST or exemption certificate Number which ever applicable. (Copy to be submitted).
- c. The bidder must possess a valid Trade License. (Copy to be submitted) and/ national permit.
- d. The bidder must submit declaration to the effect that the bidder does not have any sum/sum of money outstanding against him which are presently due and payable to RailTel, Eastern Region.

- e. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.
- f. The bidder shall submit copies of Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be.

5.2 COST OF BIDDING:

- a) The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. DOCUMENTS REQUIRED:

- a) The services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents.
- b) The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

7. CLARIFICATION OF BID DOCUMENTS:-

- (a) A prospective bidder, requiring any clarification in the bid documents shall notify the tendering authority in writing or e-mail at the tenderer's mailing address indicated in the invitation of bid. The tenderer shall respond in writing to any request for clarifications of bid documents, which it receives not later than 7 days prior to the date of opening of the tender. Copies of the query (without identifying the source) and clarifications by the tendering authority shall be sent to all the prospective bidders who have purchased the bid documents from the authorised office of RailTel & will also be uploaded in the RailTel Website (www.railtelindia.com). For this matter, the tendering authority may not know the prospective bidder who may download the bid document from the website. Such prospective bidders shall have to approach the tendering authority on its own or may visit RailTel Website (www.railtelindia.com) tenders section for any updates in this subject. For any clarification please contact to Jt.GM/Asstt.GM, RailTel, 3rd Floor, Chatterjee International Centre, 33A J L Nehru Road, Kolkata – 700 071.
- (b) Any clarification issued by RailTel in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid document.

8. AMENDMENT OF BID DOCUMENTS:-

- (a) At any time, prior to the date of submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective bidder, modify bid documents by amendments.

- (b) The amendments shall be notified in writing or by e-mail to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and also uploaded in the RailTel Website (www.railtelindia.com) and these amendments will be binding on them.
- (c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids accordingly.

9. EMD (EARNEST MONEY DEPOSIT)/BID SECURITY:-

- (a) The tender must be accompanied with Bank Draft/ Demand Draft of **Rs 52,300/- (Rupees Fifty Two Thousand Three Hundred only)** as Earnest Money in favour of RailTel Corporation of India Ltd. payable at Kolkata
- (b) The NSIC/MSME bidders are exempted from payment of bid security:
 - 1. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise/NSIC for the tendered items will have to be attached along with the bid.
 - 2. The enlistment certificate issued by MSME/NSIC should be valid on the date of opening of tender.
 - 3. If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise/NSIC claiming concessional benefits is awarded work by RailTel and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by RailTel for one year from the date of issue of such order.
- (c) Tender document received without seal, EMD and cost of Tender Document (if downloaded from website) is summarily to be rejected.
- (d) RailTel Corporation of India Ltd. shall not be liable to pay any interest on the Earnest Money deposited.
- (e) On selection of the successful bidder, the EMD of unsuccessful bidders will be returned as soon as possible.

(f) FORFEITURE OF EMD:

- i. In case of false statement and/or submission of false documents is detected.
- ii. In case of withdrawal of his/their tender after its submission.
- iii. In case of failure to execute the agreement within the stipulated period of time.
- iv. In case of failure to deposit the Performance Bank Guarantee within the stipulated period of time.

10. SIGNING OF BID:-

- (a) All pages of the bid document numbered consecutively shall be signed by the bidder or a person duly authorized by the bidder with office stamp.

- (b) The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.

11. SUBMISSION OF BID

- (a) The tender document sold is transferable.
- (b) Tender offer must refer to the Notice Inviting Tender.
- (c) The bid shall be submitted in **TWO SEALED Envelopes (Envelope-A & Envelope-B)**. Both Envelopes **A & B** should be sealed in a **Covering Envelope** superscribing **“Transportation of Telecom Duct and U/G OFC cable from various places in Champai District to Aizawl, Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region ”** with a personal seal of the bidder as detailed below.”
- (d) **Envelope “A”** will be super scribed as **“TECHNICAL BID”** and **Envelope “B”** as **“Financial Bid”**.
- (e) In **Envelope “A”** the requisite documents as mentioned below may be submitted.
- i. The Earnest Money (**EMD**) in the form of Bank Draft / Demand Draft. If the Tender Document is downloaded from the website, then the additional **Rs 3,540/-** (Rupees Three Thousand Five hundred and Forty only), in favour of RailTel Corporation of India Ltd. payable at Kolkata towards the cost of tender document, which is non- refundable, have to be paid along with the EMD.
 - ii. Information about the Bidder in format given in the Tender Document, **Section – 9** along with necessary enclosures.
 - iii. Declaration duly signed by the bidder stating that none of his/her blood relation or close relative is working in NE-I & NE-II sections RailTel Corporation, Eastern Region to the terms and conditions of the **tender (as per Section – 10)**.
 - iv. Self attested photocopies of the following documents:
 - a) Valid trade license.
 - b) PAN card issued by Income Tax Department.
 - c) Certificate of incorporation of the bidding company if registered under company act if applicable.
 - d) Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
(The originals of the above certificates may have to be produced by the successful bidder if called for).
 - v. Attested copy of the power of Attorney in favour of the signatory, if any person other than the Bidder himself/herself signs the Tender Offer papers. Subsequently also, if there is any change in authorized signatory, duly executed revised power of attorney has to be submitted within 15 days of such change.

- vi. Photocopy of a Blank Cheque showing the Name and Account No. of the Bidder, name of the Bank & the Branch and the Bank's MICR code number.
- vii. Valid GST Registration Certificate No. or exemption certificate Number which ever applicable.
- viii. Copy of Audited balance sheet /Copy of turnover statement duly certified by Chattered Accountant as per clause 4(b) Section-3.
- ix. Affidavit to the effect that the bidder does not have any sum/sum of money outstanding against him which are presently due and payable to RailTel Eastern Region or any other unit of RailTel.
- x. Near Relative certificate as per **SECTION 10**.

(f) The Second Envelope "B" will contain only the FINANCIAL BID.

12. SUBMISSION OF BID (ADDRESS AND VENUE)

- a. The envelopes shall be addressed to the purchaser at the address as below:
**Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd Floor,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.**
- b. The envelope shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).
- c. The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d. Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in **Clause 12(a) Section -3**). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e. Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in Notice Inviting Tender (NIT).The purchaser shall not be responsible if the bids are delivered elsewhere.

f. VENUE OF TENDER OPENING:

Tenders will be opened in the office of Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, 33A Jawaharlal Nehru Road, Kolkata – 700 071 at specified time & date as stated in NIT.

- g. If both the envelopes are not sealed and marked as required at **para c, d, & e Clause 11 SECTION-3**, the bid will not be accepted.
13. **LATE BIDS:**
- No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.
14. **MODIFICATION AND WITHDRAWAL OF BIDS:**
- a. The bidder may modify, revise or withdraw his/her bid after submission prior to deadline prescribed for submission of bid.
- b. The bidder's modification, revision or withdrawal should be as per **SECTION-3 clause 8**.
- c. No bid shall be modified subsequent to the deadline for submission of bids.
15. **BID OPENING AND SUBSEQUENT CLARIFICATIONS**
- a. The tendering authority shall open the **“Technical Bids”** in presence of bidders or their authorized representatives who attend at **15:30 hrs** on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A format is given in **SECTION-12**).
- b. One representative of any bidder shall be authorized and permitted to attend the bid opening.
- c. The date fixed for opening of bids, if subsequently, declared as holiday by RailTel, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- d. To assist in the examination, evaluation and comparison of bids, the tendering authority may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- e. The date of opening of the **“Financial Bid”** will be intimated subsequently to the technically acceptable bidders only.
16. **CLARIFICATIONS OF BIDS:**
- a. To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- b. If any of the documents, required to be submitted along with the technical bid is

found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

17. PRELIMINARY EVALUATION:

- a. Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- c. Prior to the detailed evaluation pursuant to **Clause 19 - SECTION 3**, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- d. A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- e. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

18. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- a. A Tender Opening Committee (TOC) duly constituted by the competent authority of RailTel Corporation, Eastern Region at the time of opening the "Technical bids" shall check whether all the necessary and valid documents as indicated in detail in **SECTION 3 (Clause 4, 5 & 6) and as per check-list SECTION 2** have been submitted in each tender bid.
- b. A Tender Evaluation Committee (TEC) will verify that the bidder meets all the requirements as far as credentials and pre-qualifications are concerned. Only for those bidders who qualify as the valid bidders by TEC, the Financial Bid shall be opened.
- c. The date, time and venue of opening the financial bid will be intimated to the valid bidders. Attendance in the bid opening by the authorized representative of the valid bidders will be as per the clause from **15a SECTION-3**

19. EVALUATION OF FINANCIAL BID:

- a. Tender Evaluation Committee (TEC) duly constituted by the competent authority of RailTel Corporation, Eastern Region shall evaluate the financial bids.
- b. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- c. The Bidder shall quote percentage (Single Percentage % applicable for both transportation, loading, unloading & stacking charges) as at par or below or above the basic rate given in price bid at Section -6. **Separate tax break up of the quoted price should be furnished along with bid.**

20. CONTACTING THE PURCHASER:

Subject to **CLAUSE 15, SECTION-3**, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

21. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

22. PERFORMANCE BANK GUARANTEE:

I. The successful bidder **(including MSMEs/NSICs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance Bank Guarantee to the purchaser)** will be required to furnish, within 15 days from the date of receipt of letter of acceptance/taking over of the materials whichever is earlier, a **irrevocable** Bank Guarantee of **10% value of the order including GST** in the form of Bank Guarantee on the prescribed performance **Section - 11)** from a Nationalized/ Scheduled Bank.

- i) The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender

for that work.

- ii) The Performance Bank Guarantee 5% of contract value including GST shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.B.G shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such time for completion of work plus 60 days.
 - iii) The value of P.B.G. to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
 - iv) The performance Bank Guarantee Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- (b) The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

23. Return of EMD:

The amount of EMD of the successful tenderer shall be refunded on submission and confirmation of the Performance Bank Guarantee.

No interest will be payable upon the Earnest Money or amounts payable to the contractor under the Contract.

24. CONDITIONS FOR REJECTION OF THE TENDER

Any one or more of the following actions / omissions are likely to cause summary rejection of the bid:-

- a. Any tender received after specified time and date.
- b. Any tender without the Bank Draft/ Demand Draft for Earnest money and the prescribed cost of Tender document if downloaded from the website and the requisite requirement as mentioned in clause 9 & 13 of Section-3.
- c. Any tender received unsealed.
- d. Any conditional bid.
- e. Any tender in which rate (i.e. Percentage %) have not been quoted in accordance with the specified formats as specified in **Section - 6**.
- f. Any Tender which is incomplete or incorrectly filled in.
- g. Any effort by the bidder to modify his bid or influence the department in the department's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.
- h. The competent authority of RailTel Corporation, Eastern Region reserves the

right to reject any tender without assigning any reason.

25. Quotation of Rates:-

- (a) Tender with firm rates only will be accepted.
- (b) Rates (**i.e. Percentage %**) should be quoted in figures as well as in words in English.
- (c) In case of discrepancy in the rates (**i.e. Percentage %**) given in figures and words, the rates (**i.e. Percentage %**) in words be considered as final.
- (d) Rates must be specified in the format as per **Section-6 and the L-1 bidder will be decided based on evaluation criteria mentioned in Clause 18 Section-3.**
- (e) Rates shall remain fixed during the contract period.

26. PERIOD OF VALIDITY

The contract shall be initially for a period of 30(thirty) days, which may, however, be extended, up to a suitable period, at the discretion of the Purchaser, i.e., RailTel.

27. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of RailTel for a period of two years in case he fails to honour its bid without sufficient grounds.

28. NEAR-RELATIONSHIP CERTIFICATE

- (a) The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units of RailTel where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and RailTel will not pay any damage to the company or firm or the concerned person.
- (b) The Company or firm or the person will also be debarred for further participation in the concerned unit.
- (c) The near relatives for this purpose are defined as:-
 1. Members of a Hindu undivided family.
 2. They are husband and wife.
 3. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- (d) The format of the certificate is given in **SECTION 10.**

29. VERIFICATION OF DOCUMENTS AND CERTIFICATES:

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel there under.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

30. PURCHASER'S RIGHT TO VARY QUANTITIES

RailTel reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

SECTION – 4

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in **SECTION-3** i.e. GENERAL INSTRUCTIONS TO BIDDERS, the provisions herein shall prevail.

1) **BID SECURITY:**

(a) The DD for bid security or MSME /NSIC registration certificate for claiming exemption from submission of bid security, as prescribed in **clause 9.b of Section-3** of the bid document should be submitted by the bidder in a separate cover.

(b) The tender should be accompanied by the requisite EMD, the prescribed cost of tender document if downloaded from the website and the entire requisite requirement as mentioned in **clause 9, Section-3**.

- 2) The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata does not bind itself to accept the lowest offer or any bid or whole or part of any tender or to assign reasons for non-acceptance or part acceptance of any tender.
- 3) The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata also reserves the right to cancel the Tender and accept or reject any tender offer without showing any reasons.
- 4) Quantity of duct & OFC transported stores can be more or less as per requirement.

5) **WORK EXECUTION:**

- 1) Throughout this Tender Document, the term CONTRACTOR shall mean the successful bidder and shall include his/their legal successors/assignees. The term RailTel shall mean the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and his authorized representative. The Contractor must abide by all the terms and conditions laid down in the tender document.
- 2) During the performance of the work, the contractor must, at his/its own cost and initiative, fully comply with all applicable laws of the land including bye-laws, rules, regulations, orders or other provisions having the force of law, made/promulgated or deemed to be made or promulgated by the Government or other Civic Authorities.
- 3) The Contractor must all times indemnify RailTel from /against all actions, suites, proceedings, damages claim, demands whatsoever, resulting from or arising out of, or in any way connected with or incidental to the operations under the contract as per format mentioned in the document at Section-14.
- 4) The Contractor must ensure that no person engaged by the contractor later on acquire any right to seek employment with RailTel by virtue of the Contract.

- 5) The consignments are to be transported under the entire risk and responsibility of the Contractor. **However contractor shall arrange transit insurance of the material, RailTel will reimburse the actual insurance charges on production of the documentary evidence.**
- 6) This Contract shall not, nor shall any part thereof or any interest herein be transferred or assigned by the Contractor to any other person or persons or another Company.
- 7) The Contractor shall, whenever called upon to do so, give full information with regard to the status of jobs in hand.
- 8) If the Contractor becomes somehow incapable to carry out work before expiry of this Contract, RailTel at its sole discretion, either immediately terminate this contract or require the heirs or the legal representatives of the Contractor to carry out the same for such period not exceeding 60 days or as RailTel may require / deem fit.
- 9) Income Tax as may be determined from time to time by the Government of India on the gross amount of each bill preferred by the contractor would be deducted at source and credited to the Income Tax Authority. Any other taxes as applicable/admissible from time to time will be recovered/deducted from the bills of the contractor.
- 10) In case of any discrepancy between the web version of Tender Document and the hardcopy issued by RailTel Corporation of India Ltd., Eastern Region then the hardcopy issued by RailTel shall be regarded as authentic and approved one. It is stated taking in view of any possible distortions in the texts of Tender document hosted in the website.
- 11) But Executive Director, RailTel Corporation of India Ltd., Eastern Region Kolkata is at liberty to terminate some qty. or whole of the contract at any time without assigning any reasons whatsoever. The contract may also be terminated for the reasons mentioned below. The contractor shall thereupon pay to RailTel, Eastern Region in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein stated. Such sums as the Executive Director, RailTel Corporation of India Ltd., Eastern Region may decide to be reasonable as compensation for the loss or inconvenience caused to RailTel. The amount payable by the contractor for breach of the contract shall be final and binding on the contractor.
 - i. If any fraud or fraudulent motive is detected in the contractor's action with the RailTel.
 - ii. If the contractor employs an outside agent or sublets the contract.
 - iii. If the contractor makes default or fails to comply with any of the terms and conditions of this contract.
 - iv. If the contractor demands undue charges not stipulated in the contract.

- v. If the contractor's work is found unsatisfactory in the opinion of the Executive Director, RailTel Corporation of India Ltd., Eastern Region, or any other officer on his behalf.
- vi. If the contractor becomes insolvent or applies for relief as insolvent debtor, and in case the contractor is a company and it is wound up or in case the contractor is a partnership concern when it is dissolved or reconstituted.

12) **ACCEPTANCE OF TENDER**

- (a) Acceptance of the tender by the Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, 33A Jawaharlal Nehru Road, Kolkata – 700 071 shall be intimated to the successful bidder through e-mail and shall be followed with a confirmatory copy through registered/speed post.
- (b) The successful bidder has to submit the following within 10 calendar days from the date of letter of acceptance.
 - i) Formal acceptance of offer by the bidder.
 - ii) Performance Guarantee of 10% value of contract only as mentioned at **Para 22 SECTION-3** above in the form of Bank Guarantee. The Performa of the Bank Guarantee is enclosed herewith (**SECTION –11**).
- (c) Execution of the Agreement on the prescribed Performa (**SECTION – 8**).

13) **Payment (Full):**

- (a) The RailTel will pay at approved rates to the contractor for the work which was awarded to the contractor on behalf of the RailTel and which was satisfactorily completed by the contractor duly certified by the consignee.
- (b) The contractor shall submit the bills to the DGM/NOFN/Aizawl for the stores transported. The size & capacity of the transport vehicle used is to be mentioned in the bills. **Contractors bills will be pre-checked by DGM/NOFN/Aizawl which will be routed to office of Executive Director, RailTel Corporation of India Ltd., Eastern Region for processing and payment to the Contractor.**
- (c) The Tax Invoice must accompany signed challan in duplicate from the destination station indicating successful transportation of the stores.

The Tax Invoice must indicate:

- i) The number and date of the work order to which the Tax Invoice relates to.
 - ii) A certificate from DGM/NOFN/Aizawl, regarding transportation of stores.
 - iii) The date of commencement and completion of the work.
 - iv) Delivery challan duly accepted & certified that the materials have been received in good condition.
 - v) e-way Bill
 - vi) GST amount will be paid as per GST law.
- (d) The Contractor shall not be entitled for payment of any sum as advance, to be adjusted against charges for the store to be conveyed or actually conveyed by him.

- (e) The Contractor shall receive all payments electronically (NEFT/RTGS form) and all payments shall be made in Indian Rupees (INR) after completion of whole work.
- (f) The Contractor shall issue immediately receipts for all payments made to him by RailTel.
- (g) While making payment of contractor's Tax Invoice(s), from the gross amount of each Tax Invoices passed for payment, there will be Deduction towards Income Tax as applicable (in accordance with the provision clause 194-C of Income Tax Act 1973). Any other taxes as applicable/admissible from time to time will be recovered/deducted from the bills of the contractor.

14) **PROVISIONS FOR PENALTY**

(a) **Recovery from Performance Guarantee**

RailTel reserves the right to forfeit or adjust the whole or any part of the Performance Bank Guarantee under the following condition:

- i) For any money due to the RailTel that cannot be covered by the pending bills of the contractor. as a measure of penalty, if:
 - 1) The contractor fails to execute the Agreement required by him in pursuance of this tender.
 - 2) The contractor withdraws from the Contract during the period of validity of the contract.
 - 3) The contractor fails to carry out the works ordered by Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata within the specified time frame (when otherwise there was no constraint).

(b) **On account of delay in Execution:** In case the contractor fails to transport material within the timeframe shown in the **SECTION - 5**, a penalty of 0.5% on the bill of transportation for each week subject to maximum of 10% value of the order or part thereof beyond the permissible grace period (taking into account of mechanical failure of trucks / Lorries and delayed clearance in inter State Check gate) will be deducted from the bill amount. However, this will not be applicable in case of Force Majeure situation.

(c) **On account of Refusal to undertake a work:** Cases of refusal to accept any work order by a Contractor will be reviewed by Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and action may be initiated for rescinding of contract & /or blacklisting of the Contractor. In either case, the forfeiture of EMD, PBG.

(d) In the event of any penal action as mentioned above, being adopted, the Contractor shall have no claim for compensation for any loss sustained by him/her be reason of his/her having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

(e) The Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata shall be at liberty to terminate the contract after giving notice in writing to the contractor under following circumstances:

- i) If any fraud or fraudulent motive is detected in the contractor's action with the

RailTel and / or.

- ii) If the contractor demands undue charge not stipulated in the contract and/or.
- iii) If any person connected with RailTel Corporation of India Ltd., Eastern Region, Kolkata or any official drawing salary from the RailTel becomes in any way interested in the Contract and or.
- iv) If the contractor himself or any of his servants be guilty of fraud or attempt fraud in connection with the contract or offer any bribe or gratuity to any person connected with the RailTel or to an official drawing salary from the RailTel and/or.
- v) If the contractor employs any outside agent or sublets the contract or any right to payment there under without the consent in writing of the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata and/or.
- vi) If the contractor becomes insolvent or applies for relief as insolvent debtor and/or.
- vii) In case the contractor winds up business or if the contractor is a partnership firm and it is dissolved or reconstituted, and/or.
- viii) If the contractor makes default in or fails to comply with any of terms and conditions set forth in this contract.

In all the above cases, the contractor shall pay to the RailTel, in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein before stated, such sum as the Executive Director, RailTel Corporation of India Ltd., Eastern Region, Kolkata may decide to be reasonable compensation for loss or inconvenience caused.

15) FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract, shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of RailTel as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16) Disputes And Arbitration

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 Lakhs. The arbitrator will be appointed by the Chief Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at New Delhi.

Addresses for Notices:

The following shall be the address of the RailTel and Vendor.

RailTel's address for notice purposes:

Same as mentioned in the "Schedule of Events" under "address for communication" field

Vendor's address for notice purposes

A notice shall be effective when delivered or on effective date of the notice whichever is later.

Address for this purpose includes an email address. However, important email communication should be followed up with an alternative means of communication such as a letter.

17) SET OFF

Any sum of money due and payable to the contractor (including EMD & PBG) refundable to him) under this contract may be appropriated by RailTel and set off the same against any claim of RailTel for payment of a sum of money arising out of this contract or under any other contract made by contractor with RailTel.

18) COMPENSATION FOR DAMAGE

- (a) Any loss or damage of RailTel stores while in the custody of the contractor shall have to be made good by the contractor.

- (b) The contractor will be held responsible and the contractor has to repair damages and/or compensate for injuries/losses:-
- i) If there is damage caused to any property of a third party. OR
 - ii) If injury/loss occurs to any person because of any lack of proper precaution on the part of the contractor.
- (c) In case the RailTel has to incur any expenditure to repair such damages or to compensate for such injuries/losses the amount plus Five (5%) processing charge, will liable to be recovered from the duties of the contractor or from the security deposit or both.
- (d) In Every case, in which by virtue of the provisions of workmen's compensation act, the RailTel is obliged to pay compensation to a workman employed by the contractor, RailTel will be entitled to recover from contractor the amount of compensation so paid plus 5% processing charge.
- (e) Any notice required to be given under these situations may be given by delivering to or leaving the same with the contractor at the address of the contractor given or by posting the letter addressed to the contractor at the said address by post and shall be deemed to have been served at the time of such delivery or at the time of leaving the same with the contractor or in cases of posting at the time when the letter would have reached the contractor in the ordinary course by post.

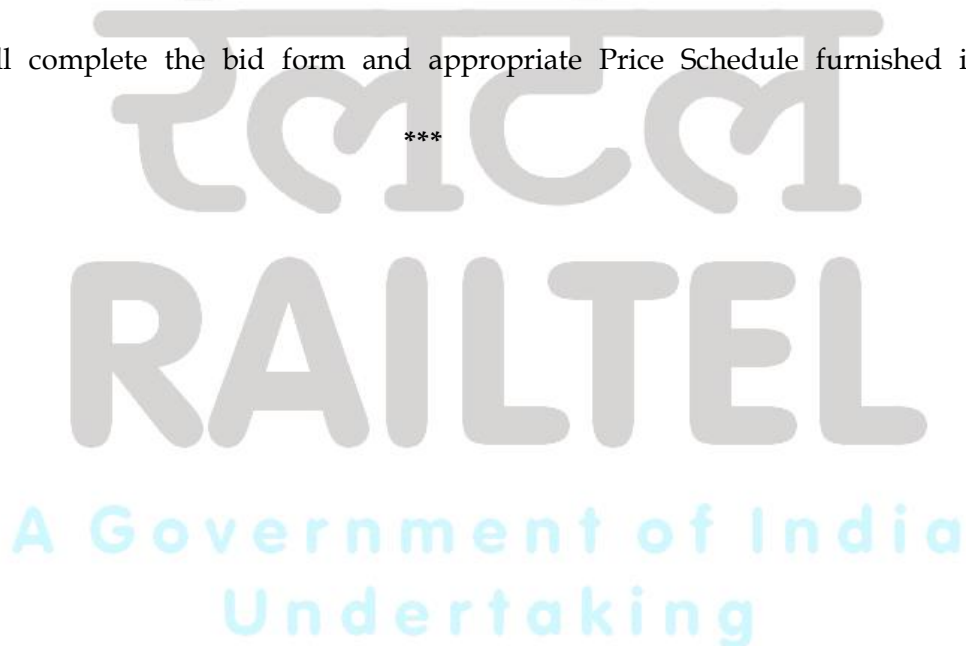
19) DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the **Clause 4 & Clause 5, SECTION-3**.
- (b) Bid Security furnished in accordance with **Clause 9 SECTION-3**.
- (c) A Clause by Clause compliance of clauses of Section-3 and Section-4
- (d) A Bid form and price schedule completed in accordance with **Clause 11 SECTION-3**.

20) BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.



SECTION - 5
SCOPE OF WORK

Transportation of Telecom Duct (PLB HDPE 40/33mm and Underground 24Fibre OFC cable from various places in Champai District Aizawl, RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

This includes :

- a. Rebinding of HDPE Duct and Underground Optic Fibre Cable at least by 6 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- b. Rebinding the Underground Optic Fiber cable drums at least by 4 binders to be placed in diametric opposite position at nearly equal interval covering the inner coil and outer coil stacks (in case the original binders found to be damaged/rotten).
- c. Loading of HDPE Duct and Underground Optic Fiber cable manually or by crane; as far as possible to avoid damage of Optic Fiber cable.
- d. Unloading of underground Optic Fiber cable at destination from vehicle to be done manually or by crane.
- e. Use of JCB machine is restricted as it may cause damage to Underground Optic Fiber cable during loading/unloading.
- f. Underground Optic Fiber cable to be loaded in one layer only, multiple layer of loading may cause damage to the lower/ upper layer cable, due to localized pressure from broken cable drum.

The Distribution of cable & Duct is furnished below:

Locations		Qty. of material	No. of trip/truck load (6 wheel truck)	Approx. Distance
Champai	Aizawl	Telecom PLB Duct 40/33mm. – 134 Km.	17	194 Km.
		24F U/G OFC – 28 Km.	3	
Ngopa	Aizawl	Telecom PLB Duct 40/33mm. – 98 Km.	12	179 Km
Khawzawl	Aizawl	Telecom PLB Duct 40/33mm. – 177.5 Km.	22	150 Km.
		24F U/G OFC OFC – 32 Km.	3	
Khawbung	Aizawl	Telecom PLB Duct 40/33mm. – 52.6 Km.	7	258 km.
Farkawn		24F U/G OFC OFC – 87 Km.	8	293 km.

Completion period of the work: 30 days from date of issue of Work order/Purchase Order.

A Government of India
Undertaking

SECTION - 6
PRICE BID

Description of work	Locations		Qty. of material	No. of trip/ truck load	Estimated Rate per trip (Rs.) (Incl. GST)	Amount (Rs.) (Incl. GST)	Total (Rs.) (Incl. GST)	To be quoted by bidder	
								Bidder need to quote only one Percentage i.e. above/ below/ at par the base rate which is given in col (viii) and this percentage is applicable for the all the items mentioned in column (i).	
(i)	(ii)		(iii)	(v)	(vi)	(vii)	(viii)	(ix)	
Transportation of Telecom Duct and U/G OFC cable from places indicated in column(ii) of Champai District to Aizawl Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region	From	To						(in Figure)	(in Words)
	Champai	Aizawl	Duct-134 Km.	17	27499.5	549990	2614764		
			OFC-28 km	3					
	Ngopa		Duct - 98 Km	12	25373.25	304479			
	Khawzawl		Duct - 177.5 Km.	22	21262.5	531562.5			
			OFC - 32 km	3					
	Khawbung		.Duct-52.6 km	7	34134.45	238941.15			
	Farkawn		OFC- 87 km	8	38763.9	310111.2			
Loading, unloading & staking charges			72	9440	679680				

* No. of trips for duct is taken as 8 km. for 6 wheel truck

** No. of trips for OFC cable is taken as 12 Km. for 6 wheel truck

Note :

- 1) Rate quoted in words will be final, in case of any discrepancy between figures and words.
- 2) The L1 bidder will be decided on the lowest quoted rate in col(ix).
- 3) If bidder fails to mention "above/ below/ at par" in col (ix) then the rate quoted to be decided as 'below' percentage over rate in col (viii).

Signature of the Tenderer with Date

(seal of the firm)

RAILTEL

SECTION - 7

ANNEXURE-A

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-.
The paper has to be in the name of tenderer)***

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents).

M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of RailTel Corporation of India Ltd., Eastern Region do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel Corporation of India Ltd. website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance

guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel Corporation of India Ltd.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

**The contents in italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer.

SECTION - 8

AGREEMENT

Letter of Acceptance/ Purchase Order No. _____ Dated _____ for the work of “Transportation of Telecom Duct and U/G OFC cable from various places in Aizawl District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region”.

This AGREEMENT is made at _____ on this _____ day of _____, by and between RailTel Corporation of India Limited (A Government of India Undertaking) having its Registered office at 6th Floor, III Block, Delhi Technology Park, Shastri Park, Delhi: 110053 & Corporate office at Plot No: 143, Institutional Area, Opp. Gold Souk, Sector: 44, Gurgaon – 122 003, acting in the premises through Executive Director/Eastern Region, 3rd and 16th Floor, CIC Building, 33A, J. L. Nehru Road, Kol-71 (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assignees) of the ONE PART; AND

M/s. _____ (hereafter referred to as ‘Contractor’, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assignees) of the OTHER PART.

WHEREAS in response to a call for Tender by RailTel for the work of “Transportation of Telecom Duct and U/G OFC cable from various places in Aizawl, District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region” as per tender papers at Annexure-C issued by RailTel hereto, the Contractor has submitted a Tender document.

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Transportation of Telecom Duct and U/G OFC cable from various places in Aizawl District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region” as per copy of Letter of Acceptance/Purchase Order No. _____ Dated _____ complete with enclosures at the accepted rates as per Annexure-A at contract value of _____ (Rupees _____) duly accepted by the contractor.

Now this agreement witnesses that in consideration of premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, 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-C hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per Annexure-A and in terms of the provisions therein, and in terms of Purchase Order conditions the contractor has submitted of Performance Bank Guarantee for _____/- (Rupees _____) vide BG Number _____ dated _____ valid upto _____ issued by _____ Bank _____ branch included in annexure: B

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ or and on behalf of **RailTel Corporation of India Ltd.**, Eastern Region, Kolkata.

The contract within named in the presence of:

1. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Signed and delivered by Shri _____ for and on behalf of **M/s. _____**

The contract within named in the presence of:

1. Signature :
Date :
Name in Block Capitals :
Address :
2. Signature :
Date :
Name in Block Capitals :
Address :

Annexure A : Letter of Acceptance/Purchase Order No. _____ Dated _____.

Annexure B : Performance Bank Guarantee

Annexure C : Tender Document No. _____ Dt. _____

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SECTION - 9

Information about the Tenderer
(To be filled in and submitted by the Bidder)

N.B. Separate sheets may be attached where space provided against any item is insufficient.

Tender Offer No. and Date:

Bidder's Profile

- 1) Name of the Individual/ Firm:
- 2) Present Correspondence Address :.....
- 3) Telephone No. Mobile. No.FAX No.
- 4) Address of place of Works/ Manufacture/Transporter.....
- 5) Telephone No. Mobile. No.FAX No.
- 6) State the Type of Firm:
 - a. Sole proprietor-ship
 - b. Partnership firm
 - c. Private limited company.
- 7) Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			

8) Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

9) Permanent Account No. (PAN). :

9A) GST Registration Certificate:

10) Details of the Bidder's Bank for effecting e-payments:

- i) Beneficiary Bank Name:
- ii) Beneficiary branch Name & Address:
- iii) IFSC code of beneficiary Branch
- iv) Beneficiary account No.:
- v) Branch Serial No. (MICR No.):
- vi) Current Account No.:

(Please attach a photocopy of a crossed blank Cheque leaf of account)

11) Details of past performance against latest transportation work done for Govt./PSU/ Pvt. Companies during last three years:

S. No.	Govt./PSU/ Pvt. Companies order No.	Year	Detail of Transportation	Amount received as Transportation charge
1.				
2.				

Place.....

Date

Signature of Bidder

Name of Bidder

Office Seal

SECTION - 10

DECLARATION & UNDERTAKING

From :

To

Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd & 16th Floor,
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata -70007171

Sub : Transportation of Telecom Duct and U/G OFC cable from various places in Champai District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region.

Ref : Your NIT No: _____ Dated _____

Sir,

a) Certified that:

- i) I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- ii) If I/ We fail to enter into the agreement & commence the work in time, the EMD/ PBG deposited by us will stand forfeited by RailTel.

b) The tenderer hereby covenants and declares that:

- i) All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
- ii) If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, RailTel reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ PBG/ Bill amount pending with RailTel. In addition, RailTel may debar the Bidder from participation in its future tenders.

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c) As per the clause no. **28 of Section-3** certified that:

I.....s/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in RailTel unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, RailTel shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

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SECTION - 11

PERFORMANCE BANK GUARANTEE BOND

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110 053 with Eastern Region office at 3rd & 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru road, Kolkata – 700071 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement /LOA No. dated made between RailTel Corporation of India Limited and for the work of “Transportation of Telecom Duct and U/G OFC cable from various places in Aizawl District to Aizawl RailTel Store in Mizoram State including all loading, unloading and stacking for RailTel Corporation of India Ltd., Eastern Region” (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, on 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.

We,(name of 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 as 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.only.

We,(name of 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,(name of 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 We shall be discharged from all liability under this Guarantee thereafter. We,.....(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 or 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).

We (the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees only).
- (ii) This Bank guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serves upon the bank, written claim or demand on or before

Dated theday of 20....

for
(Indicate the name of the Bank)

Witness :

Signature :

Name :

Signature :

Name :



SECTION - 12

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To be typed preferably on letter head of the company (To reach AGM (FNP.) before date of bid opening)

To

RailTel Corporation of India Ltd.,
3rd Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.

Subject: Authorization for attending Bid opening

I/We Mr./Ms. have submitted our bid for the tender no..... in respect of (Item of work) which is due to open on (Date) in the, O/o Executive Director, RailTel Corporation of India Ltd., 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

We hereby authorize Mr. /Ms.&

(2) Mr. /Ms. whose signature is attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative (1)

.....
Name of the Representative (1)

.....
Signature Attested

.....
Signature Attested

Signature of Bidder/ Officer authorized to sign the Bid Document on behalf of the Bidder.

Note :

- (a) One representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
- (b) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION-13

BID FORM

To

Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region,
Kolkata.

From

<complete address of the Bidder>

Bidder's Reference No.: Dated.....

Ref: Your Tender Enquiry No. dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **60 days** from the date fixed for Technical Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in Section-D (Approved Transit Time).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
8. I/We agree to abide clause-by-clause compliance as stipulated in **Clause 31.b(iii) of Section-4.**

Dated: day of..... 20...

Witness
Signature.....
Name
Address

Signature
Name
In the capacity of
Duly authorized to sign the bid for and on
behalf of

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SECTION - 14

STANDING INDEMNITY BOND

(For '100 %' Payments and Stores supplied by RailTel)

(On Non Judicial Stamp paper of Requisite Value)

We, _____ hereby undertake that we hold at our Custody/Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through Executive Director or his successor hereinafter referred to as "the Purchaser" all materials for which '100 %' payments have been made to us against the Contract for _____ vide letter of Acceptance of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are handed over to him / consignee.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered to the consignee or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the General Manager/Eastern Region, whose address will be intimated in due course.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to his by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this ____ day of _____, 20.....

for and on behalf of

(Contractor)

Signature of witness :

Name and witness in Block letters :

Address :

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