

Bid Specific Additional Terms & Conditions (ATC)

Information to Bidder for the “Supply of online UPS for Guwahati Territory of RailTel Corporation of India Ltd., Eastern Region”

Ref: GeM Bid No. GEM/2024/B/5260609

Dated. 07.08.2024

1. The item/items in this bid should be quoted as per the technical specifications. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com.
2. OEM or Authorized dealer/ distributor/ Partner should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorised dealer/ distributor.
3. In case of the authorized distributor/partner, certificate from the OEM to this effect should be submitted. If OEM is quoting, then OEM should submit the certificate. In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered.
4. The material offered shall have complete data sheets and detailed description on OEM websites. Bidder shall provide duly filled and signed Technical Compliance of the offered material, failing which the bid may get rejected.
5. GSTIN ID of vendor should be provided from where goods will be supplied.
6. **Delivery Period, Consignee, Inspection :**

Delivery Period : The bidder has to complete the supply within 90 days from the date of issue of confirmed PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered quantity per week or part thereof for the undelivered portion of SOR subject to the maximum to the 10% of the contract value will be levied.

Consignee : Sr. Manager(Tech.)/Stores, RailTel Corporation of India Ltd., 3rd Floor, Ramanand Tower, (Federal Bank Building) Opp. Hotel Nandan, GS Road, Palton Bazar, Guwahati – 781008
Mob No. 8730007291

Inspection: Inspection shall be carried out by authorized representative of RailTel.

1. Pre-dispatch factory acceptance inspection shall be carried out for the offered material by RailTel’s representative. The supplier/OEM should have test arrangements in India for the purpose of inspection.
 2. Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.
7. **Estimated cost and Earnest Money Deposit (EMD)/ Bid Security:**
1. Estimated cost : The Estimated cost of the GeM Bid is Rs. 4,82,733.00 (Incl. GST)
 2. **Earnest Money Deposit (EMD):**
Not Applicable

3. Performance Bank Guarantee/ Security Deposit

Not Applicable

8. Eligibility Criteria for OEM :

1. The equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
2. The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
3. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

9. Eligibility Criteria for Authorised Bidder of OEM:

9.1 Technical Eligibility Criteria:

The Bidder/OEM {themselves or through reseller(s)}, should have executed project for supply and installation /commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance Certificate issued by respective Buyer Organisation for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

(Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria).

Note-1 : In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

Note-2: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of

work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note-3: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

9.2. Financial Eligibility Criteria:

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

The bidder should not have been blacklisted by any agency / purchaser during the past 5 years.

10. Warranty:

The material is to be warranted as follows:

1	10 KVA & 3 KVA UPS System	36 months from date of delivery.
2	10 KVA & 3 KVA UPS Battery Set	24 months from date of delivery.

The tenderer shall warrant that materials to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing 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 item 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.

11. SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 2 days.

12. **Variation of Quantities at the Time of Award**

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

13. **Payment Terms:**

1. 100% payment on full supply.
2. 80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one item, they can claim part payment of 80% against each item's completed supply of the said items. Balance payment shall be made after full supply.

The following documents are to be submitted for payment:

- Original Tax Invoice
- Delivery Challan
- E-way Bill
- Original Consignee's receipt for receipt of goods in good condition
- Original Inspection Certificate
- Warranty certificate from OEM
- Proof of insurance certificate, if material supplied through transporter

Bill passing Authority :

Territory Manager, Guwahati

Bill paying Authority : Sr. Dy. General Manager/Finance/ER

14. In case of any wrong information submitted by tenderer, the contract shall be terminated. and agency barred for doing business on RailTel (RCIL)for 3years.
15. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form No. 4. Non submission of an affidavit by the bidder shall result in summarily 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 Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) 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(RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated and agency barred for doing business on RailTel (RCIL)for 3years.

16. Marking of Material Supplied:

The tenderer may indicate the RailTel, Manufacture's Name, Month and Year of manufacturing, Serial numbers by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

17. Online Submissions:

The bidder is required to upload and submit the following documents online before due date & time of bid. The due date & time for closing of the bid is 15:00 hrs. of 29.08.2024 and the bid will be opened at 15:30 hrs of 29.08.2024

- (i) BoQ of the offered materials
- (ii) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC (Information to bidder) documents.
- (iii) Data Sheet of offered item/equipment.
- (iv) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (v) Technical Compliance of all Specification of items as per ATC document.
- (vi) Certificate from the end user against Eligibility Criteria for OEM para 8
- (vii) Proof of document required against Eligibility criteria of OEM and bidder vide para 8 & 9 respectively.
- (viii) Acceptance of all the conditions of Information to Bidder
- (ix) Undertaking to Land Border Form No.6.
- (x) MAF as per Form No.2.

Note:

- 1) The bidder is required to give acceptance of all the clauses mentioned in the "Information to the Bidders" document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM portal only.
- 3) This bid is governed by the Specific Additional Terms & Conditions laid down by the GeM against GeM Bid No. GEM/2024/B/5260609.
- 4) In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions with RailTel's Terms & Conditions, RailTel's terms & Conditions will prevail.
- 5) After opening of the bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

18. Offline documents:

Original copy of documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No.34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 at any point of time whenever asked for verification.

19. Constitution of Firm and Power of Attorney

- (i) Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - a. As sole proprietor of the concern or as attorney of the sole Proprietor.
 - b. As partner or partners of the firm.
 - c. As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

- (ii) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- (iii) RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- (iv) In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
20. **DENIAL CLAUSE** - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.
21. **Contact Details for general Information:**
- RailTel Contact-I : Shri Aneesh Pratap Singh, Asstt.GM (Mobile No. : 8730007234)
- RailTel Contact-II : 1. Shri Prakash Ratrey, Jt.GM/TM/Guwahati (Mobile No. 8730007291)
22. **Public Procurement (Preference to make in India) :**
Public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products is applicable to this tender.
23. **Purchase preference to Micro and Small Enterprises (MSEs):**
Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.
24. **Bidders sharing a land border with India:**
Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Form No.6 shall be submitted by all the bidders regarding their compliance with this order. If such a certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.
25. **Trade Receivables Discounting System (TReDS):**
TReDS feature is available on m1xchange portal, URL: <https://www.m1xchange.com>.
- i. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com> MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/ Service) while submitting the invoices if requires to avail TReDS facility.

- ii. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing. or any other charges known by any name shall be borne by MSEVendor.
- iii. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- iv. RailTel shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Annexure-1

SOR items:

Srl. No.	Item Description	Quantity	Unit of measurement
1	Online 10 KVA UPS system with three phase input, Single phase output, 3 hrs. backup with battery, rack and connecting cable.	1	No.
2	Online 3 KVA UPS system with Single Phase input, Single phase output, 1 hour backup, with battery rack and connecting cable.	2	Nos.

Form No-1

OFFER LETTER

**Principal Executive Director, Eastern Region,
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091.**

Ref: GeM Bid No.: GEM/2024/B/5260609 Dated: 07.08.2024

1. It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2. We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of the bid.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

Form No. 2

Format of Manufacturer Authorisation form (MAF)

**Principal Executive Director, Eastern Region,
RailTel Corporation of India Ltd.
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091.**

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: GeM Bid No. GEM/2024/B/5260609 dated: 07.08.2024

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of(Product details) having our registered office at

We hereby authorise M/s (bidder name), Office to participate in the above referred bid and subsequently upon award of the bid to execute “Supply of UPSs,”, our range of products against your above said bid.

We further extend our warranty for years for our range of products offered by M/sagainst the above-said bid.

Thanking you,

Best regards,

Authorised Signatory

Form No.3

FORMAT BID SECURITY DECLARATION

(On Non-judicial stamp paper of Rs. 100/-)

(Not Applicable)

Form No.4**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

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

- (i) I/We the tenderer (s) am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from RailTel's website www.railtelindia.com or GeM Portal <https://gem.gov.in>. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderer's, 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.
- (iv) 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.
- (v) **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.**
- (vi) **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.**
- (vii) 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 year on entire RailTel Corporation of India Limited. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) 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 and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel Corporation of India Limited.

**DEPONENT
SEAL AND SIGNATURE OF THE
TENDERER**

VERIFICATION

I/We above named tenderer 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. Attestation before Magistrate/Notary Public.

Form No. 5

**PROFORMA FOR PERFORMANCE BANK
GUARANTEE BOND**

(To be in accordance with Stamp act)
(Not Applicable)

Form No. 6

Undertaking for Land Border

**Certificates related to Guidelines issued by Ministry of Finance
through OM no.
6/18/2019-PPD dated 23.07.2020**

- (i) Certificate to be provided by Tenderer on their letter heads:

“I have read the clause regarding restrictions on bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration of the Competent Authority shall be attached.]”