

**Information to Bidder for “Comprehensive Annual Maintenance Contract for Precision Air Conditioner installed at Shastri park New Delhi for Three years, extendable by one year on same terms and condition through GeM”.**

**Ref: GeM Bid No.XXXXXXXXXX**

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions.

**1.1 Name of work: “Comprehensive Annual Maintenance Contract for Precision Air Conditioner installed at Shastri park New Delhi for Three years, extendable by one year on same terms and condition through GeM”.**

1.1.1 RailTel Intends to award a contract to reputed contractors who are financially and technically meeting the eligibility criteria to undertake various activities by way of Comprehensive Annual Maintenance contract as required for maintaining & ensuring health of Precision Air Conditioner installed at Shastri park New Delhi.

1.1.2 The contractor shall be responsible for upkeep & maintain all concerned parameter of industrial standards.

1.1.3 The contractor shall carry out any additional works for smooth functioning of system along with the works included in the contract. No separate payment shall be made for carrying out these works.

1.1.4 The contractor has to deploy sufficient number of teams to take care of regular maintenance schedule under AMC and avoid delay in transit time to reach site in case of emergency. The persons deployed at various locations shall be communicated to EIC with Telephone number and address.

1.1 Contractor has to accept the site on as-is-where-is-basis.

1.2 Engineer-in-charge (EIC) shall mean respective JGM/CNOC of RailTel, in charge of works and shall include the nominated executives of RailTel. He is responsible for ensuring that all AMC work covered by the contract are carried out in accordance with conditions of contract as agreed to.

## **2 On line Submissions:**

**2.1** The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is **\*\*:\*\*Hrs of \*\*.\*\*.2023** and the bid will be opened at **\*\*:\*\*Hrs of \*\*.\*\*.2023.**

- i. Scan copy of Demand Draft/NEFT detail of EMD
- ii. Financial (Certified copies of audited balance sheets/annual reports of last

- three preceding financial years) and Technical Eligibility Criteria documents.
- iii. Proof of document required against Eligibility criteria of Bidder vide Form-V.
- iv. Signed and stamp/Digitally signed copy of ITB.
- v. Format for certificate as per Form-II. In case of non submission of Form-II, offer shall be summarily rejected.
- vi. Submission of no deviation certificate as per Form-III.
- vii. Submission of offer letter as per Form-I

2.2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on [www.railtelindia.com](http://www.railtelindia.com) only.

**2.3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2023/B/xxxxxx.**

2.4) Firms should give as proof of work experience .Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

2.5) 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.

2.6) “The tenderers shall submit a standard format of certificate 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 certificate to be submitted by the bidder is enclosed as Form-II Non submission of an certificate 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.”

2.7) The 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 all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

2.8) 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.

In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

**Note:** In case, if any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

### 3 JURISDICTION:

The jurisdiction of maintenance of Precision Air Conditioner (PAC) at RailTel Shastri park New Delhi.

#### 3.1 SOR for Annual Maintenance contract of Precision Air Conditioner for Three years

Description	UOM	Qty	Rate (Rs.)	Amount Excluding Tax	Total Amount Including Tax @18 %(Rs)
Comprehensive AMC of 13 Ton Precision Air Conditioner (Model SEC 500 CWDP), Qty: 03 nos. Installed at RailTel Northern Regional Office Shastri Park, Delhi for three years.	Year	3			

### 4 SCOPE AND SCHEDULE OF WORK:

4.1 Comprehensive AMC for Precision Air Conditioner (PAC) installed at RailTel Shastri park New Delhi

#### 4.2 The AMC should cover the maintenance of the following:

Comprehensive Annual Maintenance Contract is for the Maintenances of Precision Air Conditioner (PAC) installed at RailTel Shastri park New Delhi

- a. The AMC shall be comprehensive in nature. Contract is for the Maintenance/ Replacement / Servicing of the items like Compressor, Gas Filling, Controller, Fan motor(indoor,outdoor),Filter drier, Solenoid Valve, Expansion valve ,AMPS( Motor),V-Belt, Refrigment, Humidifier Bottle and Actuator etc.

- b. AMC includes Preventive maintenance and upkeep of all Hardware, Software installation of PAC and attending failures on emergency basis for the entire system of PAC throughout the AMC period. Preventive maintenance shall be carried out to ensure fault free service. Normally it must be done once in a month as a part of AMC.
- c. Attending failures and total system break-downs, on advise of CNOC.
- d. Periodic inspection (Monthly) should be carried out to test, record the parameters, Cleaning and check up proper working of all systems and to take preventive action to avoid failure.
- e. Carrying all maintenance activity as per the scope of offer & guidance of Manager.
- f. Any number of visits may require during failures and restoration of the system.
- g. RailTel need not pay for any additional cost for visit for special support resources, during currency of the AMC Contract.
- h. The repaired equipment's & other items shall be warranted to perform to publish specifications and to be free from defects in workmanship and material under normal and proper use and maintenance. The firm should keep his Service Engineer with adequate spares to maintain interruption free system during currency of AMC. Any failure must be restored within Max 10hrs from the time of failure.

#### **4.3 Staff and Material management for AMC:**

- a. The tenderer is required to attend the failure by sufficient competent Service Engineers. The service engineer should give details postal address, email address with mobile number to log the complaints. Thus the emergency services shall be available on 24x7 basis and the complaint can be logged at a prescribed Number given by the tenderer. Alternate arrangements to be done during the period of absence of nominated engineer.
- b. The qualified Contractor's Service Engineer shall visit every month with all necessary tools & equipment for the test check, and clean all the Hardware components of the AC to ensure the technical requirements covered under the scope of AMC, for smooth functioning of the system.
- c. During the periodical visits and breakdown visits, the Service Engineer shall keep the devices physically clean from dust.
- d. All required service spares should be readily available 24X7 with the Service Engineer during the maintenance period. Extra resources/technical support need to be deployed for earliest restoration of failure with in the scheduled restoration time, at no extra cost.
- e. All tests & checks for servicing and maintenance of equipment's carried out should be entered in the asset register against each equipment's available at site. RailTel CNOC representative should sign in register towards confirming the activity performed by contractor's representative

f. This Comprehensive Annual Maintenance Contract includes repair/replacement/service cost of any components/peripherals required for the proper functioning of the Precision Air Conditioner at Shastri park.

**g. Period of Fault Rectification:**

(i). Minor faults / alarms etc. which does not affect proper working of system or any function, partially or totally, should be attended within 4 hours.

(ii). Major faults are faults which affect proper working of system or any of its function, partially or totally, are to be attended within 10 hours.

**h. Penalty:**

(a) The complaint for Major fault should be attended within 10 hours & for Minor fault should be 4 Hours. For every hour beyond this duration, penalty of Rs 500 per hour for Major failure & Rs. 200 per hour for Minor failure shall be levied. Maximum penalty for a quarter shall be 50% of Quarterly billed amount for the billing period. The Service engineer name along with its mobile Number/fixed phone No., email id, postal address etc. shall be submitted to CNOC and concerned Manager incharge.

(b) However penalty can be reduced or waived off if the fault is on account of RailTel if decided by RailTel Manager.

**4.4 Period of maintenance:** The period of Comprehensive Annual Maintenance Contract shall be carried out over a period of three years from the date of commencement of the work. Contract agreement shall have provision for extensions for further one year period as per terms and condition of contract.

Such extension shall be binding on the contractor. However, contract may be terminated by RailTel by giving one month's notice in the event the contractor's performance is found unsatisfactory. In case of premature withdrawal (before the completion of tenure agreed) of the team by contractor for any reason whatsoever, the entire SD as received and PBG shall be forfeited by RailTel. Also in case premature withdrawal is without at least one month notice, additionally the maintenance charges for last three months shall be forfeited.

**4.5 Scope of Maintenance:**

a. The scope of AMC covers Comprehensive Maintenance and upkeep of all the hardware, system for full functionality of the system.

- b. The scope of AMC covers Preventive Maintenance of the systems for which periodical visits to every site should be made so as to keep the equipment's in good working condition.
- c. The scope of AMC covers Breakdown Maintenance under which each and every minor and major break down of the systems reported by RailTel representative should be attended and the restoration of the system to be done by substituting with spares, if required.
- d. The scope of AMC covers repair / replacement of defective eqpts/devices either in hardware or in software or in service support form.
- e. Schedule to be followed by the contractor during the Comprehensive Annual Maintenance Contract (a) Health monitoring of complete system. (b) Every schedule visit, inventory of all / devices/ peripherals should be specified clearly to RailTel Manager incharge, mentioning the number and type of faulty Equipments and action taken.

#### **4.6 Items not covered in the AMC**

The AMC shall not cover any damage to the equipment either whole or part of the system due to reasons such as floods, earthquake, sabotage, terrorist activity, fire etc. The damages due to high voltage/ lightning shall be covered under AMC.

#### **5.0 Scope of work:**

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

- i) Regular check of all Precision Air Conditioner installed at RailTel Shastri Park Delhi as per SOR.
- ii) Compliance of maintenance schedule as per conditions given.
- iii) Immediate corrective action shall be taken as per site condition and guidance of EIC .
- iv) All the Required standards shall be maintained.

**5.1** In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

**5.2** GSTIN ID of vendor should be provided from where goods/services will be supplied.

**5.3 Tender cost:** NIL.

**5.4 Validity of offer:** Validity of offer: 45 days (forty five days only) from the date of opening of tender.

- 6.0 Estimated cost of tender & Earnest Money Deposit (EMD):**  
**6.1 Estimate cost of tender:** Estimated cost of the Tender is **Rs. 4,33,716/- (incl.GST).**

**6.2 Earnest Money Deposit (EMD)/ Bid Security: (Not applicable for this ITB)**

**Rs. NIL/-** in the form of Bank transfer/Pay Order/Demand Draft in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before Bid Opening Date and time. The Bid received without EMD will be summarily rejected.

MSE's are exempted from the payment of EMD, subject to furnishing of relevant valid UDHYAM-Aadhar Certificates for exemption claimed. MSE's with fake certificates or MSEs after claiming exemption and if awarded the contract to Works/Supply, fails to execute the work, are liable to be debarred/blacklisted from participating in future Govt. tenders.

- 6.3 In addition to clause 4.2 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:**

<b>Name of bank &amp; address</b>	Union Bank of India, 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi- 110001
<b>Name of Account holder</b>	<b>RailTel Corporation of India limited</b>
<b>Account No</b>	307801010917906
<b>IFSC code</b>	UBIN0530786
<b>MICR Code</b>	110026006

**NOTE:**

**A)** Proof of payment shall be submitted online on GeM portal & Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 before date of opening of Tender. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fails to submit the Security Deposit required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be summarily rejected.

**B)** For NSIC registered firm and micro & small enterprises (MSEs) who are having valid Udyog Aadhar memorandum and for Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available. They shall also be exempted from depositing Earnest money. These exemptions shall be applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC registration certificate for the tendered item/items, otherwise their offer would not be considered.

C) Earnest Money of the unsuccessful bidder will be returned on finalization of Tender. No interest shall be payable on the EMD.

D) The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause-8. Any Other guideline issued by Govt. for MSE time to time will be applicable.

## **7 Security Deposit**

Security deposit shall be 5% of the contract value .The amount of EMD of the successful tenderer shall be adjusted against Security deposit and the balance amount shall be recovered from the running bills of the contract (@10% of per bill amount)and no other mode of collecting SD shall be accepted.

## **8. INTRODUCTION OF PERFORMANCE GUARANTEES (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below: -

- (a) The successful tenderer shall give a performance guarantee amounting to **5% of the** contract value within 30 days from the date of issue of LOA. Extension of time for submission of PBG beyond 30 days and upto 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15 % per annum of the amount of BG shall be charged for the period of delay beyond 30 days i.e. 31<sup>st</sup> day after date of issue of LOA. However, RailTel reserve the right to terminate the contract in case the tenderer fails to submit the requisite PBG within 60 days. The tenderer will have to submit this amount in the form of Demand draft/Bank Transfer. Performance Guarantee (DD in lieu) shall be released after satisfactory completion of the work.
- (b) The Performance Bank Guarantee (PBG) shall be released after the physical completion of the work to the satisfaction of competent authority based on the certification by the Railtel official mentioning that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and issue of the certificate that the entire system specified in the contract has been maintained by the contractor as per terms and conditions of the contract and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (c) The Engineer shall not make a claim under the Performance Bank Guarantee except for amounts to which the Railtel is entitled under the contract (Notwithstanding, and /or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank Guarantee.
  - (ii) Failure by the contractor to pay Railtel any amount due either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within thirty days of the service of the notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded, the Performance Bank Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

## **9.No Interest on Earnest Money and Performance Security:**

No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.

## **10. Maintenance Support**

10.1 The tenderer should submit their strategy for providing maintenance support during Maintenance.

Tentative details of PAC( Precision Air Conditioner) to be maintained as per SOR

## **11. Schedule of Activities for Execution of AMC**

- 11.1 The work shall be started by the contractor on receipt of the letter of acceptance. This includes the time for getting the materials required for the work.
- 11.2 The contractor shall submit a document detailing the maintenance works which are required to be done on each equipment as a whole. The periodicity of such maintenance works /tests along with tools and measuring instruments to be made available with the Service Engineer shall also be defined. The contractor may suggest additions / deletions to any item if need be due to specific design of his equipment.
- 11.3 As a part of AMC work, the Service Engineer shall also check the related items such as incoming power supply, Earthing and suggest modifications, if needed, to suit equipment's.
- 11.4 Record of functional checks shall be maintained by contractor at Shastri Park in a register exclusively formatted for this purpose. The record shall be signed by the contractor and counter signed by the RailTel representative during every visit of the site.
- 11.5 The message, in case of failure, shall be given by the RailTel representative to the Service engineer on Phone / SMS/ e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number. There shall be no limit on the break down calls.
- 11.6 Upon receiving the complaint, the service engineers is supposed to report to the at CNOC Shastri Park within 45 minutes + travel time of reporting the complaint. In addition the service engineers shall assist the RailTel supervisor telephonically for all the technical matters referred by them on 24 x 7 basis and, if required and demanded by the RailTel.
- 11.7 The Contractor should have adequate stock of spares with each service engineer to minimize the duration of failure.
- 11.8 The Contractor shall rectify the defects as may be pointed out in the course of AMC. Where defects due to bad workmanship on the part of the contractor or otherwise noticed or any dispute arising as to the correctness of the defects pointed out, the decision of Manager incharge in this regard shall be final and binding.
- 11.9 If the Service Engineer feels that the failure is due to any other reason which is beyond his purview, the same should be reasonably supported by reports / measurements / readings etc. RailTel's decision in this regard shall be final.

- 11.10 No spare faulty equipment shall be allowed to remain in the stores with the Service Engineer. The repaired equipment shall be warranted to perform the published specification and to be free from defects in workmanship and materials under normal and proper use and maintenance.
- 11.11 The contractor should maintain a round the clock helpline in the form of the Call Centre / website so that calls can be logged. The contractor's Engineer / Supervisor shall be available on telephone round the clock for passing on the information by RailTel in case of failure. In case of odd hour failures and emergencies even on holidays and Sundays, normal service shall be rendered by the contractor.
- 11.12 The contractor shall provide details of its Service personnel & Complaint Escalation Matrix. The details shall include field service locations of the Service Engineers, telephone number, mobile numbers, e-mail ID, address and such details of their higher levels to escalate the fault complaints. Communication handed over to contractor's personnel at site shall be deemed to have reached their office.
- 11.13 The contractor should submit his list of service personnel and Identity Cards for the counter signature by officer so nominated to enable them to have free access at RailTel shastri park New Delhi. The intimation shall be given well in advance for counter signature of Identity card when a new service personnel is to be deployed. The validity of the Identity card shall be limited to the contract under execution.

## **12 Preventive Maintenance Checks**

The following preventive maintenance checks are to be carried out at the specified periodicity to keep the Precision Air Conditioner in good working condition:

- 12.1 While rectifying the faults, the RailTel personnel can use the spares given by the tenderer.
- 12.2 The defective equipment's thus released from the site shall be repaired/ replaced by the service engineer or the Centralized Stores Depot of Tenderers, Tenderer will get repaired the equipment's the store normally within 07 days of receipt of faulty equipments.
- 12.3 The general cleaning of the equipment should be done using suitable means to remove dust. The general condition of eqpts should be checked.
- 12.4 The loose electrical connections should be identified and attended. The condition of wiring to be checked to identify peeled insulation and general deterioration. If any wiring changes are to be done then the proper lugs should be used. TPNs/MCBs at Electric Panel/UPS to be checked for proper functioning, need to be replaced with that of desired capacity, if required.
- 12.5 If any part is found defective or not working up to the satisfaction or over aged then the repair or replacement should be done.

## **13 Breakdown Maintenance**

- 13.1 Breakdown Maintenance of the complete System for the problems experienced and as reported by RailTel, including defects, immediate replacement of equipment of any type, are to be carried out by the contractor.

- 13.2 On experiencing a problem in the equipment, the RailTel shall inform about the problem to the contractor representative through telephone/SMS/Post/e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number.
- 13.3 The breakdown calls shall be attended any number of time even on beyond office hours, Sundays and other Holidays including National Holidays.
- 13.4 After attending each major break down, the joint breakdown report shall be prepared by contractor or his authorized Engineer/ representative and RailTel Manager In charge.

**14 Replacement of the equipment's**

- 14.1 If a faulty equipment's is to be replaced during Preventive Checks/ Breakdown Maintenance then the faulty equipment's shall be handed over to the contractor for carrying out repairs in their premises. The contractor shall provide a replacement eqpts of same or higher version and compatible with the equipment.
- 14.2 After repairing the eqpts, the contractor shall bring back the original eqpts within 7 days and install in the system. Then, the replacement eqpts installed by the contractor during Preventive Checks/ Breakdown Maintenance would be handed over back to the contractor. The repaired equipment's should be warranted for 12 month from the date of replacement.
- 14.3 If the faulty eqpts is declared beyond repairs by the contractor then the replacement eqpts will be accepted as RailTel property.
- 14.4 If any faulty eqpts taken by the contractor for repairs is not returned by the time of claiming last AMC payment then the procurement cost of the eqpts with incidental charges as assessed by RailTel will be recovered from his payment.
- 14.5 All the tools and testing instruments required for checking, testing and attending to preventive maintenance as well as breakdowns shall be arranged by the contactor including PC/GUI/ Laptop.
- 14.6 The details of various registers for keeping records shall be supply by Tenderer in prescribed formats are given below:-

**i. Service Engineer Visit Register (Attending Breakdown)**

Sr. No.	Date	Time to Call	Name of Service Engineer	Time at which Service Engineer arrived at station	Signature of Service Engineer	Signature of RailTel Supervisor

**ii. Service Engineer Visit Register (For preventive maintenance)**

Sr. No.	Date of visit	Time to visit	Name of Service Engineer	Remarks	Signature of Service Engineer	Signature of RailTel Supervisor

(iii) **Item Replacement Register ( At CNOC Shastri Park Delhi)**

<b>Sr. No.</b>	<b>Type of faults</b>	<b>Date, when item becomes defective</b>	<b>Date of replacement of item with New / Repaired</b>	<b>Signature of Service Engineer</b>	<b>Signature of RailTel Representative</b>

**15. Eligibility Criteria for Bidder:**

**15.1. Technical Eligibility for Bidder:**

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (a) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,
- or**
- (b) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,
- or**
- (c) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

**Note: (1) No consortium/ JV shall be allowed. The contractor shall not sub-contract whole or any part of the work.**

**(2) Certified copies of the necessary experience certificates shall be submit online alongwith the tender document while quoting for establishing credentials.**

**15.2 Definition of similar single work is as under:**

**“Tenderer must have completed successfully and satisfactorily work of supply/maintenance/repairing of Precision Air Conditioner”.**

**15.3 Financial Criteria for Bidder:**

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, 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. (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).

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve

Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

## **16. AGREEMENT**

- 16.1 The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule Of Requirements referred to therein duly completed. The form for agreement is included in FormNo.IV.
- 16.2 In the event of any tenderer whose tender is accepted, refuses to execute the Contract documents as herein before provided RailTel may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated and RailTel shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.

## **17 TERMS OF PAYMENT**

As per provisions of tender document, payment will be made by Railtel on verification of work by JGM/DGM/CNOC.

**17.1(a)** Even though the maintenance charges are worked out on a monthly basis, the contractor shall be paid Quarterly, the maintenance charges for Quarterly period subject to submission of permanent restoration certificate of fault occurred during the particular period jointly signed by CNOC/RailTel & contractor representatives and on submission of verified reports as required by the terms of the contract.

(b). 100% payment will be made after successful satisfactory services during that quarter after adjusting /recovering SD as per clause 7.

(c) Balance payment will be made after completion of work in all respects, less debit if any.

(d) Tax Invoice.

(e) Bill Passing Authority : JGM/CNOC , Bill Paying Authority : JGM/Fin/NR

**17.2** Along with the bill for payments the following documents must be submitted duly certified by the RailTel's representative.

1. Any other Recovery for contractor's fault.
2. Certificate showing the payments have been made to Team Members by the Contractor as per the prevailing minimum wages act.
3. There should be PF A/C & ESI registration no. with the contractor and copy of ECR should be submitted.

The Penalty imposed on account of various reasons / Slippages in accordance with the conditions stipulated in this document may go up to 50% of Bimonthly billed amount for the billing period. In case an agency is repeatedly touching the maximum level of penalty in consecutive billing periods, it will be treated as defaulter and contract terminated (The idea is to discharge the work in accordance with the contract efficiently rather than having major lapses and keep paying penalty repeatedly).

**17.3** The final bill should be submitted for payments within one month of expiry of the contract.

**17.4** Labour Cess shall be deducted from bills as applicable under Liability to pay cess under building and other construction workers welfare Act,1996 and deposited in relevant state where work is being executed.

## **18 GENERAL CONDITIONS:**

- a) The price and rates in respect of the AMC are inclusive of all taxes and other levies etc. payable by the tenderer to the Government or any other authority and shall remain firm under all circumstances for a full period of Three years from the date of entering into the AMC and shall not change on account of variation of taxes / statutory dues / exchange rates etc. The rates to be quoted are thus "ALL inclusive"
- b) The RailTel and the tenderer shall at any time mutually agree to include in this contract, additional equipment or and features which too shall be covered by all the Terms & conditions of this contract and charges which shall become payable to the contract of the remaining tenancy of the contract with effect from the date of their inclusion.
- c) RailTel can terminate the AMC at any time depending on overall performance of services rendered by the firm during the period of contract at its own discretion by giving show cause notice period of 30 days.  
If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - i) Forfeiture of the performance guarantee & Security Deposit.
  - ii) However, the supplier/ Firm/Vendor shall continue to fulfill the contract to the extent not terminated.
- d) If the RailTel at any stage of the contract decides to abandon the work and terminate the contract owing to its own reasons whatsoever the RailTel shall pay the contractor the money for the work already completed as per Schedule of work of the Tender Document for which contractor is entitled for payment. The contractor has no right to claim damages for loss of profit or other reasons from the RailTel. In such an event the RailTel shall give notice before 30 days to that effect to the contractor.
- e) If any damages are caused to the RailTel /Railway Equipment handed over for repairs an appropriate amount shall be deducted from payments due to the contractor.
- f) The contractor shall abide by all labour laws of the country/ state.

## **19. Right of RailTel to deal with Tenders**

- 19.1 The RailTel reserves the right of not to invite tenders for any of RailTel work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 19.2 The authority for the acceptance of the tender will rest with the RailTel. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand neither any explanation for the cause of rejection of his /their tender nor the RailTel undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- 19.3 If the Tenderer (s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the RailTel reserves the right to reject such tender at any stage.
- 19.4 If the Tenderer (s)/Partner(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the RailTel shall deem such tender cancelled, unless the firm retains its character.

## **20. RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of

termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously..

## **21. SETTLEMENT OF DISPUTE AND ARBITRATION:-**

Any dispute or difference whatsoever arising between the parties out of 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 upto Rs. 10 lakhs. The arbitrator will be appointed by the 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. 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 Managing Director/RailTel shall appoint out 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 sole arbitrator or 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.

Note: In case of conflict between the terms mentioned in ITB/ ATC and GeM General Terms and Conditions, the terms mentioned in ITB shall prevail.

## **22. Force Majeure clause: -**

If at any time ,during the continuity of this contract, the performance, inwhole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility ,act of the public enemy,Civil Commotion ,Sabotage, Fires, Floods, Earth quakes, explosions, strikes,epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Departmentof Competent Authority or acts of God (here-in-after referred to as event)then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminatethis contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if theperformance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutuallyagreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such terminationtake over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

## **22. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

The purchaser, without prejudice to any other remedy for breach of contract, such as removal from the list of registered suppliers, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension the reof granted; and
- ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iii) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default noticefrom the Purchaser.
- iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - a) Forfeiture of the performance security;
  - b) Upon such terms and in such manner as it deems appropriate,

goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (popularly called risk purchase); and  
c) However, the supplier shall continue to fulfil the contract to the extent not terminated

**OFFER LETTER**

From:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

Executive Director,  
RailTel Corporation of India Limited,  
**Northern Region,**  
Delhi.

**Sub: -The Comprehensive Annual Maintenance Contract for Precision Air Conditioner installed at Shastri park New Delhi for Three years, extendable by one year on same terms and condition through GeM.**

I/We the undersigned hereby offer to execute the agreement for the above work within fifteen days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender paper attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain opened for acceptance for and during the period of 45 (forty five) days from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender paper and we agree that the same shall apply to My/Our tender and I/We shall be bound by them.

Earnest money deposit & Tender document cost details are as follows :-

Tender document cost:-

.....

EMD:-

.....

The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if:

- (i) If we do not submit the Performance Bank Guarantee/Security Deposit in the event the LOA for any section is awarded to us, within stipulated time.
- (ii) I/We do not execute the contract document within 15 days after the receipt of notice by the RailTel Corporation that such documents are ready.
- (iii) I/We do not commence work within 15 Days from the date of issue of letter of acceptance.
- (iv) If we withdraw our offer after opening of the tender.
- (v) If we do not accept the order in the event the same is awarded to us.

Until a formal agreement is prepared and executed, submission of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to

between us and indicated in the letter of acceptance of my/our offer.

I/We hereby agree to execute the work and depute our teams as required within the scheduled date mentioned above. In the event of shortcomings in the provision of equipment / placement of team within the stipulated date, RailTel shall be at liberty to impose penalty, if any, as has been stipulated in the tender document.

Yours Sincerely,

Signature & Seal of the Tenderer

Place: -

Date: -

Witnessed by:

1. Signature:

2. Signature:

Name:

Name:

Address:

Address:

**Form-II**

**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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 (-----Railway), 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 electronic-tender portal. 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 tenderers, execution of work or final payment of the contract, the master copy available with the railway 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 alongwith the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted alongwith 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 year on entire RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all 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, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire Railtel.

**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 certificate 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-III**

**STATEMENT OF DEVIATIONS**

**(PROFORMA FOR STATEMENT OF DEVIATIONS)**

1. The following are the particulars of deviations from the Technical Specifications, Instructions to Tenderers and Conditions of Tendering and Special conditions of Contract:

Clause	Deviation	Remarks (Including Justification)
--------	-----------	--------------------------------------

**Note:** Where there is no-deviation, the statement should be returned duly signed with an endorsement indicating “**no-deviations**”.

SIGNATURE AND SEAL OF THE MANUFACTURER/TENDERER

**FORM – IV**

**AGREEMENT**

(CA ..... ) No.

This AGREEMENT is made at New Delhi on this \_day of\_\_\_\_\_two thousand and Twenty Three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Corporate office at 6<sup>th</sup> Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053, acting in the premises through ED/Northern Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And\_\_\_\_\_having its registered office at ----- acting in the premises through..... (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of “..... ..” for RailTel Corporation of India Limited as per tender papers at Annexure ‘A’ read with Corrigendum.....issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of“..... ..” for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No.\_\_\_\_\_dated\_\_\_\_\_complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C here to at contract value of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the 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 ‘B’ and ‘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 the said Annexure ‘C’ and in terms of the provisions therein.

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\_\_\_\_\_for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signatures  
Date  
Name in Block Capitals  
Address:

2. Signatures  
Date  
Name in Block Capitals  
Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_

The contractor within named in the presence of :

1. Signatures  
Date  
Name in Block Capitals  
Address:

2. Signature  
Date  
Name in Block Capitals  
Address:

Annexure 'A' :Tender Paper No.....with corrigendum, if any.  
Annexure 'B' :Firm's offer.  
Annexure 'C' :Letter of Acceptance No .....with all enclosures.  
Annexure 'D' :CopyofContract Performance Guarantee

**FORM – V**

**QUALIFICATION EXPERIENCE**

Details of works executed and under execution by Tenderer during the last 7 years should be furnished in the following format

SN	Name of work with description	Party's address for whom the work was done	Total value of contract Rs. in Lakhs	Year of award	Actual Date of Completion	No. of Extensions Granted	Payments received till date	Remarks

**Note:** A certificate from the organization, for which the work was executed, should be submitted to indicate that the contract was satisfactorily performed.

Signature of the Tenderer  
with Seal

**Annexure B**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE PERFORMANCE BANK GAURANTEE BOND**

(On Stamp Paper of Rs one hundred)  
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated... ..... made between.....and... ..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, 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.
2. We , ..... Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . .....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried

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

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

We, the..... Bank further agree that this guarantee shall be invokable at our place of business at ...../New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

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

**Dated the day of           ,2023**

for .....  
(indicate the name of the Bank)

**Witness**

1.     Signature  
       Name
  
2.     Signature  
       Name