

Information to Bidder for “CAMC of NOVEC 1230 Gaseous Fire Suppression System along with Addressable Intelligent automatic fire detection and alarm system at Thomson Road, New Delhi for one year extendable by one year on same terms & conditions through GEM”.

Ref: GEM/2023/B/xx

1. The items in this bid should be quoted as per the SOR details and Terms & Conditions. The details of the specifications along with consignee/site details are also available on website www.railtelindia.com

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC as one time exercise. In future all the specs will be available on GeM portal.)

1.1 Name of work: “CAMC of NOVEC 1230 Gaseous Fire Suppression System along with Addressable Intelligent automatic fire detection and alarm system at Thomson Road, New Delhi for one year extendable by one year on same terms & conditions 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 Annual Maintenance contract as required for maintaining & ensuring health of Fire suppression system installed at Thomson Road, RailTel.
- 1.1.2 The contractor shall be responsible for upkeep & maintain all concerned parameters of Fire suppression system to meet RDSO /Railway/RailTel standards respectively.
- 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 team 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 shall be communicated to EIC with Telephone number and address.
- 1.2 Contractor has to accept the site on as-is-where-is-basis.
- 1.3 To maintain Fire suppression system at Thomson Road, RailTel intends to engage agencies for maintaining the existing FSS system.
- 1.4 Engineer-in-charge (EIC) shall mean respective authorized representative of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved design, drawings and specifications and conditions of contract as agreed to.

2 SCOPE AND SCHEDULE OF WORK:

2.1 CAMC of NOVEC 1230 Gaseous Fire suppression system along with Addressable Intelligent automatic fire detection and alarm system for RailTel’s server room located at second floor & OFC room located at ground floor in MW building, Thomson Road, New Delhi, RailTel with following details:

S.no.	Description of Goods	Qty.	OEM	Offered product approval
1	80 Ltrs. capacity CCOE (PESO) approved seamless cylinder complete with Valve, Siphon tube assemble at working pressure of 42 bar with Pressure gauge, safety burst disc etc.	5	Minimax	PESO (CCOE)
2	Novec 1230 gas in cylinders and system up to the required high pressure suitable for 25/42 bar working pressure.	280	3M	UL
3	Electrical Solenoid Actuator (Electric control head) 24 vdc to operate the system receiving signal from fire alarm panel	3	Minimax	UL & FM / Vds

4	Manual Actuator to Operate system manually in case of power failure	3	Minimax	UL & FM / Vds
5	Pneumatic Actuator (Pressure Operated control head) mounted on the top of the cylinder to actuate the slave cylinder complete with adaptor	2	Minimax	UL & FM / Vds
6	Non return Valve	5	Minimax	UL & FM / Vds
7	High Pressure Discharge Flexible Hose metal jacketed connected to the cylinder valve etc. with fittings	5	Minimax	UL & FM / Vds
8	Pneumatic Actuation Hose with fittings etc. connected from actuator to adopter	2	Minimax	UL & FM / Vds
9	Cylinder mounting Bracket / Strap complete with clamps, bolts & fasteners etc.	10	Minimax	Local
10	Discharge Nozzle (As per flow calculations).	9	Minimax	UL & FM / Vds
11	Discharge Pressure switch	3	Minimax	UL & FM / Vds
12	2 way Cylinder Manifold for cylinders fabricated with ASTM A 106 GR. B SCH - 40 Pipe.	2	Jindal	Local
13	M.S. Seamless Pipes confirming to ASTM A 106 GR.B SCH 40 with necessary fittings confirming to ASTM A 105, SCH 40	3	Jindal	Local
14	Warning Sign boards	3	Minimax	UL & FM / Vds
15	Intelligent analogue addressable Single loop fire control alarm panel with complete system with battery charger and standby SMF battery	1	Notifier	UL & FM
16	Intelligent addressable Multisensor	16	Notifier	UL & FM
17	Addressable photoelectric smoke detector	8	Notifier	UL & FM
18	Addressable Manual call point	5	Notifier	UL & FM
19	Addressable loop sounder	5	Notifier	UL & FM
20	Manual release switch complete	3	Safeway	Local
21	Manual abort switch	3	Safeway	Local
22	Repeater Panel	3	Notifier	UL & FM
23	Photo illuminest Signage's 12"x6".	5	Mr. Lite	CE
24	2 C x 1.5 sq. mm size PVC sheathed, PVC armoured Copper conductor FRLS cable	2500	Finolex	ISI
25	Portable type clean agent cylinder capacity 2 kg. as per standards.	5	Advance Fire	ISI
26	Response Indicator	10	Agni	CE
27	Addressable Monitor Module	15	Notifier	UL & FM
28	Addressable Control module	8	Notifier	UL & FM
29	Timer Module	3	Reputed	Local
30	GSM based Auto Dialer for making calls to important personnel in case of emergency.	1	Soft Chip	Local
31	Conduit.	200	AKG	ISI

2.2 The scope of work includes Comprehensive Annual Maintenance Contract for a period of one year with one year extendable on mutual consent, which includes attending monthly maintenance along with 4 preventive maintenance checkups in a Year (i.e., once in 3 months total system checkup, servicing, rectification of faults if any). Also, unlimited breakdown calls including supply of spares and replacement of spares of the complete system as and when fails. The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period. The CAMC will also cover any gas leakage of the system due to design, system component fault / malfunction except release of gas due to fire incident.

2.3 The details of preventive maintenance are as follows: -

2.3.1 FIRE ALARM SYSTEM

- Check fire alarm equipment to make sure it is not damaged or inoperative.
- Check illuminate lamps and LEDs on fire panels.
- Check the condition of batteries for fully charged.
- Check all fuses and DC batteries are in operating condition.
- Check manual stations (Manual call points) and defectors for damage or obstruction.
- Smoke detectors, alarms, batteries life etc. should be tested and examined.
- Smoke detectors within premises should be cleaned out of dust and tested by simulated signal.
- Check smoke detectors for damage or obstruction.
- Check for release of access control door in case of fire alarm.
- Check for addressing of smoke detector/ MCP activated for test in fire alarm panel.
- AHU tripping if applicable.

2.3.2 FIRE SUPPRESSION SYSTEM

- Check the indicator position for all the cylinders.
- Check the fire alarm panel.
- Check manual stations (Manual Call Points) and detectors for damage or obstruction.
- Remove the actuator from cylinder.
- Give the smoke-to-smoke detectors.
- Clean the detectors.
- PAC tripping for respective room applicable.
- If in any case a cylinder shows the loss in agent quantity of more than 5% or loss in pressure of more than 10% it should be refill or replace without any extra cost to RailTel.

2.4 THE CONTRACTOR shall undertake to provide comprehensive service maintenance of the said equipment of RailTel at their location strictly subject to the compliance of the conditions of this contract and the contractor shall not be allowed to remove the said equipment from RailTel's said unit.

2.5 THE CAMC agreement can be terminated by giving 30 days written notice in advance, if the services rendered by contractor is not found satisfactory by RailTel EIC.

2.6 THE contractor shall during the course of attending "on-call service" of during their regular preventive maintenance service, noticing the requirement of spares parts shall on notice to the RailTel or its authorized person/persons and in his/their presence, replace after removal, if required, such parts and clear or remedy the defects/flaws or faults, only at the site. Necessary and sufficient spares etc. of good quality and standard shall

be kept ready by the contractor for immediate requirement or otherwise for compliance of other provisions thereof. On the account, the RailTel system or its accessories/ equipment etc are to be taken out from its normal installed locations be the contractor as aforesaid. Only replacement of such assemblies on the whole unit on a like by like basis and for removal of any malfunctioning is permissible. The contractor shall give advance notice to the said authorized person/ persons of the RailTel for attending to the said job and indicating the extent and nature of job to be undertaken in this regard.

2.7 THE maintenance charges shall be payable to the contractor by RailTel in case, if the contractor discharges truly and faithfully its obligations.

2.8 THE contractor must ensure the attendance of service engineer within 4 hrs. on call.

3 PENALTY will be imposed as follows: -

- The uptime for the critical items such as control panel, sensor, detectors & hooter should be ensured 95% on individual, 99% uptime for equipment in cluster and for peripherals should be 80%.
- “In case of preventive maintenance is not carried out during the quarter, then penalty equal to 50% of monthly CAMC charges will be imposed”.
- If the contractor fails to attend the faults within 24 hrs. of Fire Alarm and Gas Suppression System, a penalty will be imposed as follows: -

1. **Critical Faults:** -Rs. 1000/- per day for up to 15 days, if faults possess even after next 15 days, the charges will be Rs. 2000/- per day.
2. **Semi Critical Faults:** -Rs. 500/- per day for up to 15 days, if fault possess even after next 15 days, the charges will be Rs. 1000/- per.
3. If faults are not cleared by contractor as per the satisfaction of RailTel’s officer in-charge.
RailTel will get the same rectified by another agency. The amount will be recovered from the contractor.

- The uptime for the respective equipment to be calculated as follows:

The following terms will be used for computing the resolution time: The “**Repair Request Time**” is defined as the time of the telephone call by RailTel advising contractor of a failure.

The “**Time of Repair**” is defined as the time at which an engineer assigned by contractor demonstrates to an authorized employee of RailTel that the falling system has been restored to full working order.

The “**Resolution Time** ” or “**Down Time of a failure** ” is defined as the time between the repair request time and the time of repair consider the service window.

The Average down Time (ADT) for the Equipment for a particular month is defined as R/S .

R=The sum of the downtime during the 3 months period ending with the particular month.

S= the number of failures during the period.

4. The Contractor shall not assign the contract or any part of it without the prior approval of the RailTel obtained in writing.

5. This contract is neither terminable before the expiry period nor is it transferable.

6. Payment Terms:

a. Payment for CAMC will be made quarterly after submission of following documents duly certified by the RailTel's representative: -

- (i) Proper Tax Invoice
- (ii) Any other Recovery for contractor's fault, if any.
- (iii) Certificate showing the payments have been made to Team Members by the Contractor as per the prevailing minimum wages act.
- (iv) Undertaking from contractor that contractor complied with all the applicable rules & regulations of Central Government/State Government/ Local authorities.
- (v) There should be PF A/C & ESI registration no. with the contractor, if required, copy of ECR should be submitted, if registered otherwise undertaking for not applicability of PF & ESI.
- (vi) Service Engineer Visit Register dully signed by RCIL Supervisor.
- (vii) Equipment Health Check Report & inspection/maintenance report jointly signed by RCIL Supervisor and Contractor.
- (viii) Contractor's performance report by RailTel's official.

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

Scope of Maintenance:

- a. The scope of AMC covers Comprehensive Maintenance and upkeep of all the hardware, software of FSS system for full functionality of the system as per RDSO specification.
 - b. The scope of AMC covers Preventive Maintenance of the systems for which periodical visit to site should be made so as to keep the equipment 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 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 should be specified clearly to RailTel Manager in-charge, mentioning the number and type of faulty devices and action taken.
8. 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/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
9. GSTIN ID of vendor should be provided from where goods/services will be supplied.

10. **Tender cost:** NIL.

11. **Validity of offer:** Validity of offer: 60 days (Sixty days only) from the date of opening of tender.

12. **Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:**

a. **Estimate cost of tender:** Estimated cost of the Tender is Rs. 2,89,467/- (including GST).

b. **Earnest Money Deposit (EMD)/ Bid Security:** Nil

NOTE:

A) 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.”

13. The contract will be valid for a period of one year from date of commencement for AMC of FSS. However, it can be extended for further one year on same Terms & Conditions. The rates shall be remaining in force for the full period of the contract. No demand for the revision of rates on any account shall be entertained during the currency of contract period.

14. Security Deposit:

Security deposit shall be 5% of the contract value as detailed in Para 12 of tender document. 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.

15. Performance Guarantee:

The successful bidder is required to give a Performance Guarantee in the form of DD/Online transfer amounting to 5% (Five Percent) of the contract value for successful completion of the work.

RailTel's Bank details for submission of PG:-

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

- 15.1 INTRODUCTION OF PERFORMANCE GUARANTEES (P.G.): The procedure for obtaining Performance Guarantee is outlined below: -

- 15.1.1 The successful tenderer shall give a performance guarantee 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. 31st 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 with in 60 days. The tenderer will have to submit this amount in the form of Demand draft/Bank Transfer. Performance Guarantee shall be released after satisfactorily completion of the work and on expiry of warranty.
- 15.1.2 The Performance Guarantee should be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid upto the 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 Performance Guarantee extended to cover such extended time, for completion of work plus 60 days.
- 15.1.3 The value of PG 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 Guarantee amounting to 5% (Five percent) for excess value over the original contract value shall be deposited by the contractor.

- 15.1.4 The Performance Guarantee (BG) 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.
- 15.1.5 Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- 15.1.6 The Engineer shall not make a claim under the Performance 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 Guarantee shall be forfeited in full and shall be absolutely at the disposal of the RailTel Corporation of India Ltd.

15.1.7 No Interest on Security Deposit and Performance Security:

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

16 Maintenance Support:

- 16.1 The tenderer should submit their strategy for providing maintenance support during Maintenance.
16.2 Escalation matrix should be shared within 7 days after the date of issuance of LOA.

17 Eligibility Criteria for Bidder:

17.1 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.

Tenderer must have executed works of similar nature, as indicated in Para 17.1.1 below, successfully and satisfactorily of values as indicated below:

(Note: 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 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 or Bombay Stock Exchange, 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).

17.1.1 Definition of similar single work is as under:

“Tenderer must have completed successfully and satisfactorily at least one work of maintenance or erection of Fire suppression system, during the preceding of seven years”.

18. Financial Criteria for Bidder:

- a. 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).
- b. 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

19. AGREEMENT

- a. 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 Form No.IV.
- b. 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.

20. 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.
- 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 14 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.

21. On line Submissions:

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 15:00 Hrs of xx.yy.2023 and the bid will be opened at 15:30 Hrs of xx.yy.2023.

- i. Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- ii. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- iii. Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- iv. Proof of document required against Eligibility criteria of Bidder vide para 7.
- v. Digitally signed copy of ITB.
- vi. Submission of offer letter as per Form-1
- vii. Affidavit on a paper as per Form-II.
- viii. Submission of no deviation certificate as per Form-III.

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 only.

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/xx.**

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

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 prevail.

SOR Details:

Schedule of Requirement:

Name of work: CAMC of NOVEC 1230 Gaseous Fire Suppression System along with Addressable Intelligent automatic fire detection and alarm system at Thomson Road, New Delhi for one year extendable by one year on same terms & conditions through GEM.

SN	Item	AMC Rate (for One Year)	GST@18%	Total Amount (for One Year) in Rs.
1	CAMC of the complete system i.e. NOVEC 1230 gaseous fire suppression system & addressable intelligent automatic fire detection			
	Total Cost (in INR)			

NOTE: -

1. Tenderer should submit Bid online only. Manually submitted Bid will not be opened and will not be considered.
2. It is certified that I/we have inspected the site of work and acquainted myself / ourselves with local conditions.
3. I/We have carefully gone through the specifications, given in tender document and understood the scope of work.
4. Tenderer shall quote all-inclusive rates, but there should be break up of basic price and applicable taxes.
5. The tenderer should submit their Bank details (duly certified by the Bank) copy of PAN Card, cancelled cheque, GST Certificate for NEFT purpose duly attested.

OFFER LETTER

From:

Date:

To:

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

Sub: - “CAMC of NOVEC 1230 Gaseous Fire Suppression System along with Addressable Intelligent automatic fire detection and alarm system at Thomson Road, New Delhi for one year extendable by one year on same terms & conditions 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 120 (Hundred and Twenty) 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.

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:

Name:

Address:

2. Signature:

Name:

Address:

FORMAT FOR AFFIDAVIT TO BE UPLOADED 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 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 (-----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 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 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 IR.

TENDERER

DEPONENT SEAL AND SIGNATURE OF THE

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.

TENDERER

DEPONENT SEAL AND SIGNATURE OF THE

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.**

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)
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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

AGREEMENT

An AGREEMENT made this _____ day of _____ Year, between RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional office at RailTel Corporation of India Ltd, Northern Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi- Delhi- 400 013., acting in the premises through General Manager or his successor _____ of M/s. RailTel Corporation of India Limited, Delhi (hereinafter referred to as ‘ RailTel’) of one part and M/s _____.(Name and Full Address of Firm (Registered and regional office address) (hereinafter referred to as ‘contractor’) of the other part.

Whereas in response to a call for Tender for _____ **Name of Work]** as per Tender papers at **Annexure ‘B’** hereto the Contractor has submitted a Tender hereto and whereas the said Tender of the Contractor has been accepted for _____
 _____ **[Name of Work]**

As per copy of **Letter of Acceptance No.** _____ **dated** _____ of **Tender No.** _____ **dated** _____ (**Tender Notice date**) complete with enclosures at the accepted rates and agreed deviations from Tender Papers as per **Annexure-A** hereto and at an estimated contract value of Rs. _____ (Rupees _____ only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below 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 ‘A’ and ‘B’** hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said **Annexure ‘A’** and in terms of the provisions therein.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

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

The contractor 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 at _____ for and on behalf of RailTel by Shri
_____ (Director / Projects or his successor) in the presence of: -

1. Signatures
Date
Name in Block Capitals
2. Signature
Date
Name in Block Capitals

Annexure 'A'

: Copy of Letter of Acceptance

Annexure 'B'

: Tender Document

“CAMC of NOVEC 1230 Gaseous Fire Suppression System along with Addressable Intelligent automatic fire detection and alarm system at Thomson Road, New Delhi for one year extendable by one year on same terms & conditions through GEM”. Following are the rooms with dimensions where whole system is installed:

- UPS room
- Equipment/OFC room
- Server room
- Store Room

Location	Length	width	Height	False Ceiling	System Required
	(in feet)	(in feet)	(in feet)		
UPS Room	19.5	10.5	10.4	No	Fire detection & Suppression System
Equipment/OFC Room	19.11	26	10	Yes	Fire detection & Suppression System
Sever Room	25.6	19	15	Yes	Fire detection & Suppression System
Store Room (front Room)	21.6	16	9.1	Yes	Fire detection only
Store Room (Back Room)	21.6	11.8	8.8	No	Fire detection only