

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Additional Terms & Conditions (*Information to Bidder*)

FOR

**“Supply and Installation of Air Conditioner with Stabilizers
for different location of RAILTEL POPS in Northern Region”.**

E-Tender notice no.

RailTel Corporation of India Limited
(A Govt. of India Enterprise)
Regional Office: 6th floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053

e-Tender Notice No.

Dated 18.03.2023

RailTel Corporation of India Ltd. (RailTel) invites e- tenders in single packets (system for “**Supply and Installation of Air Conditioner with Stabilizers for different location of RAILTEL POPS in Northern Region**” The details are as under:

Availability of E-Tender निविदा आलेख की उपलब्धता	From 18.03.2023 to 03.04.2023 Online only.
Submission date of Bids e-निविदा प्रस्तुत करने की अंतिम तिथि	03.04.2023 up to 15:00 hrs (ONLINE)
Opening of Bids e-निविदा खोलने की तिथि	03.04.2023 at 15:30 hrs (Online)
Estimated Cost of Tender कार्य की अनुमानित लागत	Rs. 86,35,558/- (Inclusive of Taxes)
Earnest money deposit (EMD) धरोहर धनराशि (ईएमडी)	Rs. 1,73,000/- to be made in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi Or Online Transfer in RailTel Bank A/c (Bank account detail given under clause no. 17 of chapter IV)
Validity of offer आफर की वैधता	45 days from the date of opening of tender.
Cost of Tender Document निविदा दस्तावेज की कीमत	NIL
<i># If Tender opening is a holiday the tender will be opened on next working day at same time.</i>	

Small scale Units registered with NSIC and MSE under single point registration scheme are exempted from cost of Tender Documents and EMD.

Note:

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering Portal <https://gem.gov.in>

For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Tendering Portal <https://gem.gov.in>

1. All future Information viz. corrigendum/ addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only.
2. The tenderer shall submit documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of copy of documents / certificates in support of credentials, submitted by tenderer, shall be

self-attested / digitally signed by the tenderer or authorized representative of the tendering firm.

3. Printed copy of Tender document will not be sold from RailTel office.
4. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.
5. 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.
6. “The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in tender document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid.
7. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.
8. Tender without Notarized **FORM 2A** may lead to rejection of the Tender. (Notarized affidavit must be submitted before opening of the tender).
9. If there is any contradiction in Clause of Tender Document, the conditions of Chapter 2A will prevail.

Dy. General Manager /Projects
For Executive Director/ Northern
Region
RailTel Corp. of India Ltd.

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Chapter-I

OFFER LETTER

**RailTel Corporation of India Ltd.,
Northern Region,
6thFloor, Block III,
Delhi IT Park, Shastri Park,
Delhi-110 053**

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender no., dated** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply, install & commission the Equipment within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Tender and to carry out the supply according to the Specifications for materials laid down by the RailTel for the present tender.

2. A sum of **Rs. 1,73,000/- (Rupees One Lakh Seventy Three Thousand only)** as on account has to be paid online (UTR No. _____)/through DD No. _____ dated _____ is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

- 1.
- 2.

CONTRACTOR (S) ADDRESS

Chapter-II

SCHEDULE OF REQUIREMENTS (PRICE SCHEDULE)

Tender No.

Dated:

Schedule “A”

SN	Description	Unit	Qty	Unit Rate (Rs.) All incl.	Total Amount (Rs.) All incl.
1	Supply and installation & commissioning of 1.5T Air-conditioner (Window type) with all accessories as per specification mentioned in Chapter 6	Set of Two/ Pair	40		
2	Supply and installation & commissioning of 2T Air-conditioner (Window type) with all accessories as per specification mentioned in Chapter 6	Set of Two /Pair	7		
3	Supply and installation & commissioning of 2T Air-conditioner (Split type) with all accessories as per specification mentioned in Chapter 6	Nos.	13		
4	5 KVA Stabilizer as per specification mentioned in Chapter 6	Nos.	52		
Total Amount (in Rs.) including GST					

Schedule “B”

SN	Name of Item	Unit	Qty	CAMC % age for 1 st year	CAMC % age for 2 nd year	CAMC % age for 3 rd year	CAMC % age for 4 th year	CAMC % age for 5 th year	Total cost exclusive of taxes	Total Cost for 5 year incl.18% GST
1	CAMC of 1.5T Air-conditioner (Window type) with Controller	Set of Two/ Pair	40							
2	CAMC of 2T Air-conditioner (Window type) with Controller	Set of Two/ Pair	07							
3	CAMC of 2T Air-conditioner (Split type)	Nos.	13							
Total value for 5 years including GST										
*Total Amount (Schedule A + Schedule B) =										

***Above quoted rates are including all type of applicable taxes.**

Note:

1. The material should be supplied as per Technical Specifications given in Chapter VI.
2. Bidder should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM.
3. The Bidder should have authorization specific to this tender from respective OEM.
4. Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Annexure-A to the site /transported to different locations which will be provided by RailTel to the successful bidder.
5. It shall be the responsibility of Tenderer to transport the equipment to site for Installation & Commissioning.
6. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight up to destination) including unloading at consignee premises and other levies, if any as per Annexure-A.
7. Detailed model number & make of unit offer is to be mentioned. Detailed specification of unit offered shall also be attached with the offer.
8. The tenderer has to quote the rates for both Schedule A and Schedule B; otherwise the offer will be rejected. The tender will be decided based on the combined cost of schedule A & schedule B rates. Evaluation will be done on totality. Inter-se of offers shall be decided on overall cost basis (supply + CAMC).
9. Bidder should quote AMC cost in %age of equipment cost (item no 1, 2 and 3 of schedule A) for each year separately.
10. Buyer reserves the right to enter into AMC not less than @ 5% of ordered value of equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited. Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel.
11. The Air conditioners will be installed at different locations of RailTel Northern Region comprising of Delhi, UP, MP, Rajasthan, Punjab, Haryana, J&K etc. Bidders are advised to visit nearby RailTel POP and get acquainted with site conditions.
12. Bidder is required to submit two separate Bank Guarantees :
 - a. For supply items, Performance Bank Guarantee of 3% of the total value of the order is required to be submitted and should be valid for a period of 3 months beyond warranty periods. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023.
 - b. A fresh Performance Bank Guarantee valid for Five years and three months (63 Months) from the date of issue of LOA/PO of AMC services @3% of the contract value for due fulfillment of long term maintenance support (CAMC) obligations. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023. Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

Signature of the Tenderer

Annexure-A

Price Schedule for indigenous items

[illegible]

Note: The rate quoted at GeM Portal will be final. Bidder may submit the price breakup as per format given above.

Chapter - 2-A

These are the Special Instructions to the Bidders for e -Tendering.

Submission of Bids only through online process is mandatory for this Tender

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://gem.gov.in> (Government e Marketplace)

Benefits to Suppliers are outlined on the Home page of the portal. Bidders are advised to visit the GeM Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

1. Tender Bidding Methodology:

e- Tender Single packet (Technical & Financial): In this, bidder has to submit both Technical and Financial Bid "ONLINE."

GeM Helpdesk

Please visit Helpdesk section on GeM Portal.

RailTel Contact-I (for general Information)

RailTel's Contact Person /Designation
Mr. Vachaspati Bhardwaj, AGM/ Project
Mobile: 9717612008
E-mail ID vachaspatibhardwaj61@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact officer
Ms. Priti Singh, DGM/ Project
Mobile: 9717644110
E-mail ID priti@railtelindia.com

2. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on GeM Portal.
Broad outline of submissions are as follows:

- a. Submission of Earnest Money Deposit (EMD)
- b. Submission of digitally signed copy of Tender Documents/Addenda
- c. Submission of (form-2A)
- d. Online response to Terms & Conditions of Tender.

e. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of GeM Portal.

3. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Delhi IT Park, Block-III, 6th floor, Shastri Park New Delhi-110053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a. In case bidder happens to be an eligible MSE/NSIC, the documentary evidence for same shall be submitted.

b. Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority within 07 days of opening of tender in a Sealed Envelope.

c. Format for Affidavit as per Form- 2 on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid. Non submission of an affidavit by the bidder shall result in rejection of his/their bid.

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

4. Submission of Eligibility Criteria related documents:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as- a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

5. Instructions for Tender Document TO THE BIDDERS.

The RailTel Tenders are published on **www.railtelindia.com** and on GeM Portal **<https://gem.gov.in>**

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from GeM portal, and this should be done well before the deadline for bid-submission.

6. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://gem.gov.in> for detailed instructions please refer to GeM Portal.

The offer shall be submitted in single packets. Both bids Credential Bid (Techno-Commercial Bid) & Price Bids shall be submitted online.

7. Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders would not be considered.

8. Attendance of Representatives for Tender Opening:

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

9. Addenda/ Corrigenda:

RailTel may issue Addenda/ Corrigenda to the tender documents prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/Pre-Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above.

11. Bid submission and Opening date:

a. The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

c. The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

d. Bidder needs to be submitted offline document listed above within 07 days of tender opening.

12. Deleted.

Chapter-III

General requirement/Scope of work for the supply, Installation and commissioning of Air Conditioning (AC) equipments at various locations in the Northern Region of Railtel.

3.1 Requirement of AC Equipments:

3.1.1 The AC equipments should be of reputed make Hitachi/ Voltas/ ACME/ Emerson/ Carrier/Blue Star/LG/Samsung/O General/ Panasonic/ Daikin/Lloyd or similar, complying specification of equipment in chapter-VI and Tender conditions.

3.1.2 The AC equipment should be as per specifications given in tender. Tenderer shall indicate make/model, which is offered.

3.1.3 The AC equipments should be outside mountable and the maintenance activities should be done from outside. The opening of the RailTel PoP/room for the maintenance of AC shall not be required for routine maintenance & fault attendance.

3.1.4 For the technical parameters given in the technical specification, the tenderer must submit the test certificates from the OEM for the make/model offered.

3.1.5 The AC equipments are to be installed in Masonry Building/Porta cabins. The contractor should satisfy himself for the installation of the AC at various locations as mentioned in the Tender document.

3.1.6 The contractor has to give the AMC for a period of 5 years after the completion of warranty. The tenderer should have a call Centre and indicate it's contact numbers for RailTel to lodge complaint in case of AC failure on 24*7 basis. The AMC should be comprehensive covering all the parts of the AC. The AMC requirements are given in the tender document.

3.1.7 Tenderer shall submit compliance or otherwise to technical & functional (as given in tender) specifications of offered make/model.

3.2 Supply and Installation of AC Equipment's:

3.2.1 RailTel corporation Northern Region is IP-I, unified license holder and having its PoPs for delivering of Bandwidths, Co-locations for BTS etc. Mostly, the PoPs are located at important Railway Stations.

3.2.2 The Air conditioning equipments are required to be installed and commissioned at these PoPs. The PoPs may be of Masonry structure or porta cabins. There are certain PoPs which are located on 2nd or 3rd Floor of Railway Building. RailTel may change the location of POP where ACs are required to be provided.

3.2.3 For the installation of the Air conditioning equipments the contractor has to make arrangements for all the material etc. required for the successful commissioning of the ACs. No extra cost will be paid except quoted by the contractor in Schedule-A.

3.2.4 The terminated AC supply shall be given by RailTel.

3.2.5 The installation should be of very high standard which is generally acceptable in Telecom fields. The contractor should submit a plan showing the installations, which will be approved by RailTel.

3.2.6 The contractor should satisfy himself about the Ground realities in connection with the installation of the equipments before quoting the rates.

3.3 Long Term Maintenance Support/Scope of Comprehensive AMC:

3.3.1. The contractor is required to provide AMC for a period of 5 years after the completion of warranty periods i.e. 18 months from date of delivery or 12 months from Date of Installation whichever is earlier for Air conditioner. Compressor shall be warranted for at least 5 Yrs. The long term maintenance support shall be comprehensive and include all parts of equipment supplied against this contract.

3.3.2. The contractor should quote the rates of CAMC in the schedule–B in the tender document. It is mandatory to quote for CAMC. The AMC should be comprehensive covering all the parts of the AC's with stabilizer.

3.3.3. The contractor should have a 24*7 service Centre and a number (s) will be provided to the RailTel for lodging the complaint of any fault of AC.

3.3.4. Fault shall be rectified within 36 hours of lodging of complaint. Penalty for hours beyond 36 hours will be levied as per following formula

Penalty per hour = (AMC cost of the year/ 365 *24)*Extra Hours taken to rectify fault.
(10 extra hours in a month will be exempted from penalty).

3.3.5. Separate contract agreement for AMC services as per schedule B items after warranty period shall be signed between Railtel & contractor. Tenderer has to deposit a separate PBG valid for 5 yrs and 3 months (63 Months) from the date of issue of LOA/PO of AMC services @3% of the contract value for due fulfillment of long term maintenance support (AMC) obligations. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023.

3.3.6. Payment for AMC Charges will be made on quarterly basis by RailTel after successful completion of AMC Services for that quarter on production of the satisfactory certificate issued by the concerned RailTel representative of the respective territories.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Form-5. Any deviation / non-acceptance will lead to rejection of the bid summarily.

Chapter-IV

General Contract Terms & Conditions

1. Offer letter and Validity of Offer

1.1 The tenderer shall necessarily satisfy the eligibility conditions as listed below:

- i) The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.
- ii) The GST registration is required to avail GST Credit; tenderer should be registered with GST department. The documentary evidence for the same should be enclosed along with the offer. However, in absence of documentary evidence or certificate, the offer may be rejected.
- iii) The offer should remain valid for a period of 45 days from the date of opening.
- iv) All materials should be quoted as per technical specifications given in Chapter VI.

1.2 Technical Criteria:

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender i.e. Rs. 25, 90,667 /-

OR

Two similar works each costing not less than 40% of advertised value of the tender i.e. Rs. 34, 54,223/-

OR

One similar works each costing not less than 60% of advertised value of the tender i.e. Rs. 51, 81,335/-.

Similar work means: for supply installation & commissioning of Electrical/Electronic equipments

(b) Similar nature of work physically completed within the qualifying period, i.e. the last 07 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

- (c) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered.

1.3 Financial Criteria

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).

1.4 System of verification of Tenderer's credentials:

- (a) 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.

- (b) 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.

- (c) "The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form- 2. Non-submission of an affidavit by the Bidder shall result in summary rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned."

- (d) 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.

(e) 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.

2. Warranty

2.1 The materials are to be warranted for **18 months** from date of delivery or **12 months** from Date of Installation whichever is earlier. Compressor shall be warranted for at least 5 yrs.

The bidder shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later, if any defect is not remedied within a reasonable time, the Purchaser may proceed accordingly at the contractor's risk and expenses, but without prejudice to any rights which the Purchaser may have against the contractor in respect of such defects.

2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

3. Delivery of material:

The Materials should be supplied within 60 **days** of issue of "Purchase Order" and Installation & Commissioning of AC units within 90 days from issue of Purchase Order

It should be delivered to the consignees as per Annexure-1.

3.1 Terms of delivery:

a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.

b) Tenderer shall submit the offer clearly on CIP (Carriage and Insurance Paid) destination basis.

c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in Transport in all such cases rests with the supplier.

4. Payment Terms:

- a) 80% payment of the value against the part Supply of equipment on the receipt by the consignee at site duly inspected and submission of requisite documents as given below:
- Tax Invoice
 - E-way bill
 - Delivery Challan duly accepted by Consignee.
 - Inspection certificate
 - Warranty certificate of OEM
 - Insurance Certificate
 - Certificate for Fall Back clause
 - Contractor's Certificate of dispatch
 - Performance bank guarantee as per clause no.5.1
 - On receipt of materials at site with ERP generated GRN No.
 - Declaration of Non-Applicability of E Invoice in absence of E Invoice.
 - Declaration for not imposing TDS/TCS rate as per sec 206AB/206CCA of the Income Tax Act.
- b) Balance 20% of value of the part supply on successful installation & commissioning at site.
- c) Bill Passing Authority: DGM/Project
- d) Bill Paying Authority: JGM/Fin

Note: Payment will be released only when GST amount is reflecting on GST Portal against invoices processed for payment.

5. Performance Bank Guarantee (PBG)

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

5.2 "A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS (Structured Financial Messaging System) and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advise of BG through SFMS to the RailTel's bank."

5.3 Performance Bank Guarantee of 3% of the total value of the order is required to be submitted and should be valid for a period of 3 months beyond warranty periods. On expiry of the warranty period and issue of the certificate of final acceptance of the entire system the Performance Bank Guarantee will be refunded or Bank Guarantee released to the contractor after adjustment of any dues payable by the contractor. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023.

5.4 Tenderer has to deposit a separate PBG valid for 5 yrs and 3 months (63 Months) from the date of issue of LOA/PO of CAMC services @3% of the contract value for due fulfillment of long term maintenance support (AMC) obligations. It may be noted that PBG @3% is applicable upto 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023.

5.5 Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.

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

5.7 AGREEMENT □ 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, terms 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 prices referred to there in duly completed. The form for agreement is referred as Form no. 4. □

6. Taxes & Duties

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

6.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

6.2. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

6.3. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

6.4. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

6.5. Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

6.6. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

6.7. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

6.8. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.9. In case of imported equipment:

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

7. Liquidated Damages

The timely delivery is the essence of this project, Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of **10 % of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

8. Transportation

The rates quoted should be F.O.R. destination. (Free on Board destination).

9. Statutory Deduction

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

10. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically /commercially acceptable. The rates quoted by the bidders shall be compared/evaluated item wise and the Purchase order for each item of the SOR shall be placed on lowest bidder for each item. The issue of purchase order

shall constitute the award of contract on the bidder. The bidder shall within 7 days of issue of Purchase Order, give his acceptance.

11. Purchaser's Right to Vary Quantities

The Purchaser reserves the right to **increase or decrease** by **upto 25%** of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

12. Splitting of Quantity

DELETED

13. Purchaser's Right to accept any Bid and to reject any or all Bids

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

14. Issue of Advance Purchase Order - Deleted

15. Issue of Purchase Order and Award of contract – Please see Clause 10.

16. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 5 shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

17. Earnest Money Deposit (EMD)

A sum of Rs. **1,73,000/-** for respective tendered section should be deposited in form of Demand Draft in favour of "RailTel Corporation of India Ltd." payable at New Delhi **Or** through Online Transfer in RailTel Bank A/c detail below:

Name of Bank : **Union Bank of India**

Name of the Account Holder : **RailTel Corporation of India Limited**

Account Number : **307801010917906**

IFSC : **UBIN0530786**

Branch : 1st Floor, 14/15, Rajiv Chowk, Block- F, Connaught Place, New Delhi-110001

Proof of payment shall be submitted online on GeM portal. In case of submission of EMD through Demand Draft, Original DD should reach at RailTel Corporation of India Limited, Northern Region office, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 within 7 days from the 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.

17.1 For Micro and Small Enterprises (MSEs)

1. 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.
 - i. 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.
 - ii. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.
 - iii. 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-5**.

Tenders not accompanied by Earnest money shall be summarily rejected.

2. "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
3. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
4. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
5. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

18. BID PRICES, Taxes & Duties:

- a) The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the tender as per schedule given in Chapter II. The price shall be firm in Indian Rupees and

FOR Destination. No Foreign exchange will be made available by the purchaser.

b) The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be quoted separately.

c) The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

19. Clause wise Compliance

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

20. Provenness of the material/equipment supplied:

In order to enable the Purchaser to assess the provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

21. Training - Deleted.

22. Inspection

22.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's/supplier's works by authorized representative of RailTel's/RDSO (as applicable). The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost. Inspection charges shall be born by bidder, No additional charges will be paid by the purchaser on account of inspection charges.

22.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc. and their Quality Assurance Plan.

22.3 In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

Nominated RailTel Engineer/ Inspecting agency will issue inspection certificate of successfully completion of the test/inspection.

23. Force Majeure

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other

hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- Presume waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

24. Settlement of Disputes

a) For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively? The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

25. Governing Laws

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

26. Termination for Default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this order/contract in whole or in part.

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the order/contract.

- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the purchaser.

In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the order/contract to the extent not terminated.

27. Termination for Insolvency

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

28. Submission of Tender Bid):

This e-tender should be duly submitted online using the GeM portal.

29. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Delhi IT Park, Block-III, 6th floor, Shastri Park New Delhi-110053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a. In case bidder happens to be an eligible MSE/NSIC, the documentary evidence for same shall be submitted.
- b. Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority within 07 days of opening of tender in a Sealed Envelope.
- c. Format for Affidavit as per Form- 2 on stamp paper of Rs.100/- failing which bid shall be rejected

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

30. UNIT PRICES

30.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, charging for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunt charges, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.

30.2 The prices shall include all taxes, duties, Royalty and levies applicable on this contract. Therefore, the bidder should quote their prices taking into account the rate of GST/IGST/CGST/SGST or any other tax leviable on contract. The breakup of price of each item of SOR in terms of basic Unit price, GST/IGST/CGST/SGST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

30.3 The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, custom handling, cost of storage in custom and other locations during execution of work, loading-unloading and handling of materials and road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.

30.4 The price to be quoted by the tenderers should take into account the credit availed on inputs credit under the GST law. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard shall submit the details of breakup of GST and other Tax and Surcharge & Cess on these, so that RailTel can avail the input GST credit benefit. The firm will furnish documentary evidence of such duties/taxes paid, to enable the purchaser to avail GST credit.

30.5 The prices quoted in the contract shall be inclusive of all taxes i.e. custom duty, GST levied by any statutory authority, or any other tax. The tenderer will indicate the details of taxes included in the unit price. Offer received without specific details/ breakup of various taxes included in the unit prices are liable to be summarily rejected. The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.

30.6 All taxes, duties and levies arising out of the transaction between the contractor and his sub-contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule. Arrangement for all permits/licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the contractor will have to make his own arrangements. RailTel shall facilitate by way of authorization /request letters whenever needed. Import license of RailTel can be used for materials procured under high sea sale.

31. Fall Back Clause:

The order/contract, if and when placed, will be subject to following Fall **Back Clause:-**

31.1 The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.

31.2 The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

31.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of tender shall, as far as possible, be applicable or recover the loss.

31.4 The Contractor shall furnish the following certificate to the concerned Account Officer along with each bill for payment of supplies made against the order/contract:

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person /organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Northern Region, under the contract.”

32. Preference to Make In India

Preference to make in India will be applicable as per (i) Ministry of Commerce and Industry/ Department of Industrial Policy and Promotion (Public procurement Section) notification No. P-45021/2/2017-PP (BE-II) dt. 28.05.2018 and (ii) Ministry of Communication/ Department of telecommunications notification number 18-10/2017-IP dt. 29.08.2018 or any latest notification issued by Government of India.

Note: i. 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.

ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

iii. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against this GeM Bid.

If there is any contradiction in any of the condition between ITB terms & conditions and GeM Terms & conditions, in all such cases the Terms & conditions mentioned in ITB will be final and binding on bidder/supplier.

Chapter-V
BID DATA SHEET (BDS)

Clause	Description
Clause 1.1 (iii), Chapter IV	Validity of offer 45 days (Forty-Five days only) from the date of opening of tender.
Clause 2,Chapter IV	Warranty The materials are to be warranted for 18 months from date of delivery or 12 months from Date of Installation whichever is earlier. Compressor shall be warranted for at least 5 yrs.
Clause – 1.2, Chapter IV	Technical Criteria (a)) The Bidder must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month pervious to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender i.e. Rs 25,90,667 /- OR Two similar works each costing not less than 40% of advertised value of the tender i.e. Rs. 34,54,223/- OR One similar works each costing not less than 60% of advertised value of the tender i.e. Rs. 51,81,335/-. <i>Similar nature means : for supply installation & commissioning of Electrical/Electronic equipments</i> (b) Similar nature of work physically completed within the qualifying period, i.e. the last 07 financial year and current financial year (even though the work might have commenced before the qualifying period) shall only be considered in evaluating the eligibility criteria. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

	(c) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered.
Clause – 1.3, Chapter IV	Financial Criteria 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).
Clause 3, Chapter IV	Delivery of Material The Materials should be supplied within 60 days of issue of “Purchase Order” and Installation & Commissioning of AC units within 90 days from issue of Purchase Order
Clause 5, Chapter IV	Performance Bank Guarantee (i) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. (ii) “A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel’s bank through SFMS (Structured Financial Messaging System) and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel’s bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advise of BG through SFMS to the RailTel’s bank.” (iii) Performance Bank Guarantee of 3% of the total value of the order is required to be submitted and should be valid for a period of 3 months beyond warranty periods. On expiry of the warranty period and issue of the certificate of final acceptance of the entire system the Performance Bank Guarantee will be refunded or Bank Guarantee released to the contractor after adjustment of any dues

	payable by the contractor. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023. (iv) Tenderer has to deposit a separate PBG valid for 5 yrs and 3 months (63 Months) from the date of issue of LOA/PO of CAMC services @3% of the contract value for due fulfillment of long term maintenance support (AMC) obligations. It may be noted that PBG @3% is applicable up to 31-03-2023 and PBG for the value should be as decided by Government after 31.03.2023. (v) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. (vi) No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
Clause 32, Chapter IV	Preference to Make In India Preference to make in India will be applicable as per (i) Ministry of Commerce and Industry/ Department of Industrial Policy and Promotion (Public procurement Section) notification No. P-45021/2/2017-PP (BE-II) dt. 28.05.2018 and (ii) Ministry of Communication/ Department of telecommunications notification number 18-10/2017-IP dt. 29.08.2018 or any latest notification issued by Government of India.
Clause 17, Chapter IV	Earnest Money Deposit (EMD) Rs. 1,73,000/- (One Lakh Seventy Three Thousand only).

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: 6th Floor, Block-III, Delhi IT Park, Delhi-110053.

1. (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, or 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) / Supplier (s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, 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 (1) We shall be discharged from all liability under this Guarantee thereafter.

We,.....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) Supplier(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 undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2022

for
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from requirements of the conditions of Contract

Commercial Terms & Conditions (Chapter -III)

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

2. The following are the particulars of deviations from requirements of the Technical specifications (Chapter -V)

Chapter	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-4

CONTRACT AGREEMENT

An AGREEMENT made this _____ day of _____ Year, between RailTel Corporation of India Limited, having its registered office at 6th floor, Block-III, Delhi IT park Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd., Northern Region with full address 6 th floor ,Block-III, Delhi IT park Shastri Park, Delhi- 110053, acting in the premises through Executive Director or his successor _____ of M/s. RailTel Corporation of India Limited Northern Region (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 Document at **Annexure 'B'** hereto the Contractor has submitted a Tender here to 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', '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

**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)**

To

The Executive Director /Northern Region,
RailTel Corporation of India Limited

I / We hereby confirm,
accept and support M/sthat against RailTel Tender
No.the requirement of Long Term
Maintenance Support (5 years AMC) as per Clause 3.3 of Chapter-3 shall be met
by us directly or through our subsidiary in India as per rates quoted in the
Price Bid. I / We have gone through the requirement mentioned in the Tender
document and shall provide services as per terms and conditions pertaining to
Long Term Maintenance Support of tender document.

(Signature of Firm's Authorized Officer)
with Seal

Signature of witness:

1.
2.

Chapter-VI

(A) TECHNICAL SPECIFICATIONS FOR AIR CONDITIONING SYSTEM:

1.5T/2 Ton Window AC Specs

Air conditioner Supplied shall comply to IS 1391 (Part 1):2017 or latest with General Requirement as below:

Capacity:	1.5 Ton(s)	2 Ton(s)
BEE Rating:	3 Star or better	
AC Type:	Window	
Usage:	Office	
Warranty:	18 months from date of delivery or 12 months from Date of Installation whichever is earlier for Air conditioner. Compressor shall be warranted for at least 5 yrs.	
Compressor type	Scroll/Rotary	
Timers:	Required	
Auto Restart:	Required	
Sleep Mode:	Required	
Remote Control:	Required	
Dehumidification:	Required	
Color:	White	
Airflow	Minimum 400 CFM/TR	
Sensible Heat Ratio	90% or more	
Motor Protection	IP 52 or better	
Electrical data-Supply with variation	180-270 V Single Phase ,50 Hz	
Eco Friendly Refrigerant	R-32	

Noise Level	Max 60 dB(A)	
Turbo Cool	Yes	
Tonnage:	1.5 Ton (s)	2 Ton (s).
Cooling Capacity	Min 16,000 BTU	Min 20,000 BTU
Nominal Current	Max 7A	Max 10A

*Note: The Twin Air conditioners should be supplied with a common controller unit for scheduled time ON/OFF.

2 2 Ton Split AC Specs:

Air conditioner Supplied shall comply to IS 1391 (Part 2):2018 or latest with General Requirement as below

Capacity:	2 Ton(s)
BEE Rating:	3 Star or better
AC Type:	Split
Usage:	Office
Warranty:	18 months from date of delivery or 12 months from Date of Installation whichever is earlier for Air conditioner. Compressor shall be warranted for at least 5 yrs.
Compressor type	Scroll/Rotary
Features:	3D Airflow, Anti-Fungal, Backlight, Copper tubes (Inner Grooved), Cross Flow, Filter (Anti Dust), Fin Hydrophylic Aluminium , LCD Remote, Lock, Reset
Timers:	Required
Auto Restart:	Required
Sleep Mode:	Required
Remote Control:	Required (LCD)
Panel Display	Required (LCD)

Dehumidification:	Required
Airflow	Minimum 400 CFM/TR
Sensible Heat Ratio	90% or more
Noise Level	Max 60 dB(A)
Eco Friendly Refrigerant	R-32
Cooling Capacity	Min 21,000 BTU
Nominal Current	Max 10 A
Motor Protection	IP 52 or better
Turbo Cool	Yes
Electrical data-Supply with variation	Range 180-270 V, Single Phase),50 Hz
Color:	White
Dimension:	940x368x650

(B) Technical Specifications for Air Conditioning temperature controller:

1. Controller should be Microprocessor based system, which should control operations of multiple A/Cs.
2. 3-Digit LED Display to view Temperature.
3. Accurate Temperature sensing with good quality Thermistor.
4. Separate set points for Room Temp. of A/C 1, A/C 2.
5. Room Temperature with High Alarm Indication. (above High Temp. set point).
6. High Temperature set point user settable.
7. Changeover Cycle Time in tens of minutes, user settable.
8. Password Protection for parameter set points.
9. Separate potential free contacts for 'High Temperature Alarm'.
10. A/C ON Indication by LED on Front Panel.

(C) Technical Specifications for Stabilizer:

1. Capacity: 05 KVA
2. Input voltage range 130-270V/AC.
3. With high and low voltage trip circuit.
4. Voltmeter to read input and output voltage.
5. For item no (i) and (ii) of SOR, Stabilizer shall be connected in parallel with both the AC units and shall be connected with one AC unit (operational) at a time using controller for scheduled ON/OFF.

ANNEXURE-A

No	Territory	Name of the POP/Station	Qty	Type	Capacity	State
1	DLI-NCR	Kirti Nagar	1	AC (Set of Two)	1.5T	Delhi
2	DLI-NCR	Lajpat Nagar	1	AC (Set of Two)	1.5T	Delhi
3	DLI-NCR	Thompson Road-Delhi (OFC & UPS Room)	6	AC (Set of Two)	1.5T	Delhi
4	DLI	Jhansi	1	AC (Set of Two)	1.5T	Uttar Pradesh
5	DLI	Lalitpur	1	AC (Set of Two)	1.5T	Uttar Pradesh
6	DLI	Dabra	1	AC (Set of Two)	1.5T	Madhya Pradesh
7	DLI	Moth	1	AC (Set of Two)	1.5T	Uttar Pradesh
8	DLI	Ghaziabad	1	AC (Set of Two)	1.5T	Uttar Pradesh
9	DLI	Tundla	1	AC (Set of Two)	1.5T	Uttar Pradesh
10	DLI	Haridwar	1	AC (Set of Two)	1.5T	Uttarakhand
11	JP	Ajmer	1	AC (Set of Two)	1.5T	Rajasthan
12	JP	Beawar	1	AC (Set of Two)	1.5T	Rajasthan
13	JP	Chandawal	1	AC (Set of Two)	1.5T	Rajasthan
14	JP	Marwar	1	AC (Set of Two)	1.5T	Rajasthan

15	JP	Falna	1	AC (Set of Two)	1.5T	Rajasthan
16	JP	Sirohi Road	1	AC (Set of Two)	1.5T	Rajasthan
17	JP	Abu Road	1	AC (Set of Two)	1.5T	Rajasthan
18	JP	Rewari	1	AC (Set of Two)	1.5T	Haryana
19	JP	Gurgoan	1	AC (Set of Two)	1.5T	Haryana
20	JP	Alwar	1	AC (Set of Two)	1.5T	Rajasthan
21	JP	Narnual	1	AC (Set of Two)	1.5T	Haryana
22	JP	Sadulpur	1	AC (Set of Two)	1.5T	Rajasthan
23	JP	Hisar	1	AC (Set of Two)	1.5T	Haryana
24	JP	Churu	1	AC (Set of Two)	1.5T	Rajasthan
25	PRYJ	Kanpur	1	Split AC	2T	Uttar Pradesh
26	PRYJ	Fatehpur (FTP)	1	Split AC	2T	Uttar Pradesh
27	PRYJ	Varanasi (BSB)	1	AC (Set of Two)	1.5T	Uttar Pradesh
28	CDG	AMBALA	1	AC (Set of Two)	1.5T	Haryana
29	CDG	CHANDIGARH	1	AC (Set of Two)	1.5T	Chandigarh
30	CDG	KALKA	1	AC (Set of Two)	1.5T	Haryana
31	CDG	SIRHIND	1	AC (Set of Two)	1.5T	Punjab
32	CDG	LUDHIANA	1	AC (Set of Two)	2T	Punjab
33	CDG	JALLANDHAR	1	AC (Set of Two)	2T	Punjab
34	CDG	FIROZPUR	1	AC (Set of Two))	1.5T	Punjab

35	CDG	SONIPAT	1	AC (Set of Two)	2T	Haryana
36	CDG	PANIPAT	1	AC (Set of Two)	2T	Haryana
37	CDG	KARNAL	1	AC (Set of Two)	2T	Haryana
38	CDG	KURUKSHETRA	1	AC (Set of Two)	2T	Haryana
39	CDG	JIND	1	Split AC	2T	Haryana
40	CDG	BAHADURGARH	1	Split AC	2T	Haryana
41	CDG	BATHINDA	1	AC (Set of Two)	1.5T	Punjab
42	CDG	MANSA	1	Split AC	2T	Punjab
43	LKO	Kathgodam	1	AC (Set of Two)	1.5T	Uttarakhand
44	LKO	Gonda	1	AC (Set of Two)	1.5T	Uttar Pradesh
45	LKO	Babhnan	1	AC (Set of Two)	1.5T	Uttar Pradesh
46	LKO	Gorakhpur	1	AC (Set of Two)	2T	Uttar Pradesh
47	LKO	Sitapur	1	AC (Set of Two)	1.5T	Uttar Pradesh
48	CDG	Banihal	1	Split AC	2 T	J&K
49	CDG	Anantnag	1	Split AC	2 T	J&K
50	CDG	Srinagar	1	Split AC	2 T	J&K
51	CDG	Budgam	1	Split AC	2 T	J&K
52	CDG	Jammu	1	Split AC	2 T	J&K
53	CDG	Manwal	1	Split AC	2 T	J&K
54	CDG	Udhampur	1	Split AC	2 T	J&K
55	CDG	Katra	1	Split AC	2 T	J&K
Total			60			

CHECK LIST

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No/ ref no. of Offer
1.	Proof of payment of cost of tender document		
2.	Power of Attorney		
3.	OEM Authorization, if applicable		
4.	Submission of Downloaded & digitally signed Tender document,		
5.	Proof of payment of EMD		
6.	Documents required as per clause no. 3.3 of eligibility criteria of chapter 3		
7.	Compliance statement for acceptance to technical specification & Instructions and Tender Conditions		
8.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions.		
9.	Performance statement including Copies of Purchase Orders & Inspection certificates (Details of stores supplied)		
10.	Details of Orders in hand		
11.	Notarized FORM 2A on a non-judicial stamp paper		