



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)
2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 025

TENDER DOCUMENT

Open Tender No: RailTel/e-Tender/OT/SR/DC/2024-25/03 Dt:28.06.2024

NAME OF THE WORK

**SUPPLY, INSTALLATION AND COMMISSIONING OF BATTERIES FOR 400-kVA
UPS (02 NOS) & 20 kVA UPS (01 NOS) AT RAILTEL DATA CENTRE AND BUY
BACK OF EXISTING OLD BATTRIES**

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500025 (TS)
visit www.railtelindia.com, Tel: 040-27821134 Fax: 040-27820682,
Corporate Office: Plot No.143, Institutional Area, Sector-44, Gurgaon – 122003, NCR (India).

e-TENDER NOTICE

No. RailTel/e-Tender/OT/SR/DC/2024-25/03

Dt.28.06.2024

RailTel Corporation of India Ltd., Secunderabad invites sealed tenders for the work of “Supply, Installation and commissioning of Batteries for 400kVA UPS 3&4 at RailTel Data Centre as per schedule of requirement and buy back of existing batteries”.

Name of work	Supply, Installation and commissioning of Batteries for 400-kVA UPS (02 Nos) and 20 kVA-UPS (01 Nos) at RailTel Data Centre, as per schedule of requirement and buy back of existing batteries
Estimated cost of work	Rs. 46,33,452/-
Earnest money deposit	Rs. 92,700/-
Exemption for EMD	Please see para no. 2.1 & 2.2 Chapter-I (Instructions to Tenderers)
Last Date for submission of Offer	18.07.2024 at 15.00 hrs.
Date of Tender Opening	18.07.2024 at 15.30 hrs.
Offer validity	30 days from date of opening.
Tender Processing fee	As applicable at e-nivida online tendering portal
Delivery Period	Supply, installation and commissioning including buy-back of existing batteries to be completed within 60 days from the date of issue of LOA/Purchase Order

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://railtel.enivida.com> . For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. 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 of the bidding process.

Sd/-
(Sanjeeva Kumar)
JGM/DC&TP/SC
RailTel Corporation of India Ltd.,

Chapter I
INSTRUCTIONS TO TENDERERS

1.1 TENDERING INSTRUCTIONS:

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be submitted through online at e-nivida tendering portal only.

1.2 Tender should be submitted through e-nivida portal <https://railtel.enivida.com/> on or before 18.07.2024 at 15:00 Hrs. The Tender will be opened on the same day at 15:30 hrs.

2.0 EARNEST MONEY:

The tenderer shall deposit a sum of Rs. 92,700/- # (Rupees Ninety Two Thousand and Seven Hundred only) as earnest money along with the tender in favour of RailTel Corporation of India Ltd., payable at Secunderabad in the form of Demand Draft from any Scheduled bank.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

EMD should remain valid for a period of 90 days beyond the final bid validity period.

Forfeiture of Earnest Money:

When the tenderers undertake to keep the offers valid for a particular period but if the offer is withdrawn or revised within the validity period, Railtel has the right to forfeit the Earnest Money Deposit.

2.1 EMD exception for – UDYAM (MSME)

For Small Scale Units / Micro Small Enterprises/ MSME registered with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available.

I. They shall be exempted from depositing Earnest money.

Firms registered with UDYAM under Ministry of MSME are exempted from submission of EMD and they are valid and in currency. Copy of certificate to be submitted along with tender bid.

These exemptions shall be applicable provided Tenderer registered with UDYAM 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 UDYAM registration certificate, otherwise their offer would not be considered, will be treated as invalid and summarily rejected.

As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as below:



Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of EMD and their tender will be summarily rejected.

2.2 EMD exception for - DPIIT

Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

3.0 SECURITY DEPOSIT (SD):

- 3.1 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer shall within a period of 30 days deposit an amount equal to **5% of contract value** as Security deposit for due fulfillment of the contract.
- 3.2 The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in DD/Pay order / online transfer only
- 3.3 The Security Deposit will bear no interest.
- 3.4 The Instruments for security deposit should be valid for three months beyond the defect's liability/warranty period. On successful completion of defect liability/warranty period and on certification of concerned RailTel Engineer, the security deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

4.0 CONTRACT PERFORMANCE GUARANTEE (PBG):

- 4.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value**.
- 4.2 The Performance Guarantee should be furnished by the successful contractor after letter

of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 (fifteen) days after issue of LOA/PO and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the completion period.

- 4.3 Performance Guarantee shall be released after satisfactory completion of the work.
- 4.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.
- 4.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 4.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would 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.

5.0 GENERAL

- 5.1 All corrections and over-writing must be attested.
- 5.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer.
No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Regional General Manager, Southern Region, Secunderabad shall be final and binding.
- 5.3 Tenderer while quoting may specifically note the following: -
- a) All prices shall be inclusive of all taxes / GST at present.
 - b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties' structure considered by him while quoting the rates.

6 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. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

- 7 **Delivery Period:** The material should be supplied within 60 days from the date of issue of Purchase Order/LOA.

8 Provenness of the material / equipment supplied:

In order to enable the Purchase to assess the Provenness of the materials offered, the bidder shall provide documentary evidence viz., batteries supplied in new condition & Make and Model regarding the materials being offered by him.

9 **WARRANTY PERIOD:**

- 9.1 The materials are to be warranted for **30 Months** from date of delivery or **24 months** from date of Installation whichever is earlier. 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 material 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.
- 9.2 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 other rights which the Purchaser may have against the contractor in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

10 **TERMS OF PAYMENT**

Payment will be done after submission of the following documents:

- i. Invoice.
 - ii. Delivery Challan/E-way bill
 - iii. Contractor's certificate of dispatch
 - iv. Undertaking against Fall Clause
 - v. Inspection Certificate
 - vi. Consignee's receipt
 - vii. Warranty guarantee certificate of OEM
 - viii. Performance Bank Guarantee
 - ix. Insurance Certificate valid till installation of material
 - x. OEM certificate for the ordered quantity/ material supplied as per specification.
- a) 80% of the value of the supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
 - b) Balance 20% value of the supply on successful installation & commissioning at site. Bidder has to install and commission. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount for a period of one year.

In case contractor desires to track his invoice, the same can be done by uploading his Invoice and supporting documents e.g., renewal AMC report, proof of remittance of GST, certificate of fall back clause, technical compliance etc., in the Bill Tracking System (BTS) portal namely, “<https://bts-sr.rcil.gov.in/>”. Credential to access BTS can be obtain from RailTel (Consignee).

- 11 **Paying Authority:** Bill passing officer is JGM/DC&TP/SC and bill paying officer is DGM/Finance.
- 12 **PAN/GST:** Copies of PAN & GST should be provided (or) mentioned on bill in order to make payment.
- 13 **Taxes & Duties**
The price quoted should be firm, indicating the breakup and inclusive of GST at present. The offer should be inclusive of packing & forwarding, uploading & downloading charges, freight & insurance charges.
- 14 **Others:** The contractor is responsible for making necessary Taxes/GST on materials supplied to RailTel. If not paid, a declaration may be furnished.
- 15 **Transportation:** The rates quoted should be F.O.R destination (3rd Floor, B-Block, Rail Nilayam, Secunderabad).
- 16 **Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work.
- 17 **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 LD.
- 18 **Purchaser’s Right to Vary Quantities**
The Purchaser reserves the right to increase or decrease by up to 50% 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 during currency of the contract.
 - (A) Upto extent of +/- 50% subject to following condition
 - i. Upto +25% with no rebate.
 - ii. From +25% to +40% with 2% rebate
 - iii. From +40% to +50% with 4% rebate
 - (B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
- 19 **Purchaser’s Right to accept any Bid and to reject any or all Bids**
The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any

reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

20 **Annulment of Award**

Failure of the successful bidder to comply with the purchase order 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.

21 **UNIT PRICES**

- 21.1 The Unit price quoted by the tenderer shall include prices of all materials, incidental charges for transport, loading/unloading and handling of materials, charges 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/shunts 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 Railway.
- 21.2 The Unit prices shall include all Taxes/GST applicable on this contract. Therefore, the firm should quote their prices taking into account the rate of Taxes/GST or any other tax leviable on the contract.
- 21.3 The Unit price to be quoted by the tenderers should take into account the credit availed on inputs under the GST scheme. 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 may submit the details of breakup of all taxes and duties so that RailTel can avail the GST credit benefits.
- 21.4 The Unit prices quoted in the contract shall be inclusive of all taxes/GST. The tenderer will indicate the details of taxes included in the unit prices.
- 21.5 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.
- 21.6 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. No import license shall be arranged by the RailTel for this work.
- 21.7 The price shall be firm in Indian Rupees and FOR Destination. No foreign exchange will be made available by the purchaser.
- 21.8 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.

22 **Offer letter and Validity of Offer**

The offer should remain valid for a period of 30 days from the date of opening.

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 (MAF) should be enclosed.

23 **Consignee:** Sr.Mgr/DC/SC, RailTel, Secunderabad.

24 **FORCE MAJEURE CLAUSE:**

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

23 **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

23.1 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

23.2 The Venue of the arbitration shall be Secunderabad (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.

23.3 The Arbitrator shall give a reasoned award, which shall be binding on the parties.

24 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non procession of equipments and tools required for the work or defective and mal-functioning equipments, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

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 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.

27 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fall back clause:

27.1 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.

27.2 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 reduced 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 forced of such reduction or sale shall stand correspondingly reduced.

27.3 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.

27.4 The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers 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, Southern Region, under the contract."

28 GST:

The imposition of any new tax and /or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon 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 60 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 local/ state / Central Government authorities as may be applicable.

After imposition of GST as explained clause 1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.

The break-up of price of each item of SOR in terms of basic unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and nay other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However, if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.

"In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, The RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."

29 Survey / Pre-visit at site:

“The contractor is required to visit the site to identify of proper dimensions of rack and to house batteries before offering his BID/QUOTE in order to smooth closure of project”. **Site visit report duly signed by RailTel and Bidder need to enclosed while uploading tender in Portal.** Also loading/un-loading charges (buy back and new batteries) to be borne by the contractor.

30 Documents to be attached with the Bid : As per Check List (Chapter VI) and as per tender document.

31 Trade Receivables Discount System (TReDS):

TReDS feature available.	Yes, on m1xchange portal. (Url: https://www.m1xchange.com)
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31.1. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number “BUYER00001496”. The URL for m1xchange platform is <http://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1change platform for availing the 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.

31.2. MSE vendor will bear all costs relating to availing the facility of discounting on TreDS platform including but not limited to registration chargers, Transaction chargers for financing , discounting chargers , interest on financing, or any other chargers known by any name shall be borne by MSE vendor.

31.3. MSE vendor hereby agree 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.

31.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential 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.

32. Affidavit:

32.1 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-V. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to

identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

32.2 The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel/Railway there under.

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

33. Documents to be Submitted

All scanned copies must be uploaded at e-Nivida tendering portal online only. (However in case of any physical document required for verification same should be submitted by tenderer at RailTel Corporation of India Ltd., 2nd Floor, B-Block, Rail Nilayam, Secunderabd – 500025).

34. Insurance:

34.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

34.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser and I&C of the same.

35. Constitution of Firm and Power of Attorney:

35.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

- a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- b) As partner or partners of the firm.
- c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

- 35.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 35.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 35.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- 35.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per clause above.
36. **Denial Clause:** - Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

OFFER LETTER

From:

M/s

To,
Executive Director
RailTel Corporation of India Limited,
Secunderabad

I/We _____ have read the various conditions detailed in tender documents 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 **30 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 supply of Schedule of supply given in the Tender Document in Chapter 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the supply within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. **UDYAM (MSME) /A sum of Rs. _____ as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favour of RailTel Corporation India Ltd. Secunderabad** 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 to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

Chapter II**SCHEDULE OF REQUIREMENT (SUPPLY & INSTALLATION WORK)****TENDER No: RailTel/e-Tender/OT/SR/DC/2024-25/03 Dt: 28.06.2024****Name of the work:**

Supply and Installation of Batteries for 400 kVA UPS(2 no's) at RailTel Data Centre 3rd Floor, B-Block, Rail Nilayam, Secunderabad as per schedule of requirement and buy back of existing batteries.

S.N	Description of material & work	HSN Code	Total Qty	Unit Price	Total Price (excl. tax)	Tax amount	Total Amount In Rs.
	2		3	4	5	6	7
1	Charges for Supply of 12V/ 200AH SMF batteries for 400 kVA UPS(2 nos) (As per the specification below)	85072000	240 Nos				
2	Charges for Supply of 12V/ 42AH SMF batteries for 20 kVA UPS (1 nos) (As per the specification below)	85072000	34 Nos				
3	Charges for Removing of old batteries and Installation and Commissioning of new Batteries	85381010	1 Job				
A. Sub-Total Amount of Supply items (inclusive all taxes, transport, labour, etc)							
S.N	Description of material & work	HSN Code	Total Qty	Unit Price	Total Price (excl. tax)	Tax amount	Total Amount In Rs.
4	Buyback of 12 V / 200 AH SMF old Batteries Make & model : Amara Raja, 12AL 200 N, SMF-VRLA	85481090	240 Nos				
5	Buyback of 12 V / 42 AH SMF old Batteries Make and model : Amara Raja, 12 AL042 SMF-VRLA	85481090	34 Nos				
B. Sub-Total Amount of Buy back items (Inclusive of all Taxes, transport, labour, etc)							
						Total Amount Rs (A – B):	
In Words: Rupees							

Note:

- Prices to be quoted at e-tendering portal only <https://railtel.enivida.com/>
- Cost Break-up** for each item must be given by the tenderer.
- Details of buy-back of existing batteries to be filled.
- Tenderer has to issue PO for the buy-back items as per the break-up given in the following table and RailTel will raise invoice.
- Final evaluation of offers will be decided on the total Amount i.e, difference of supply and buyback price.

Signature of Tenderer

with seal

Technical Specifications for supply of 12V-200Ah SMF batteries:

SI No	Item	Minimum Specification Required
1	Capacity	200Ah
2	Make	Bidder to Specify
3	Type	SMF - Sealed maintenance Free
4	Each Battery Voltage	12V Each
5	Rated Capacity (AH)	20hr rate
6	Energy Density	Not less than 80 Wh/l
7	Specific energy	Not more than 40 Wh/kg
8	Internal Resistance fully charged new battery at 27°C	Not more than 3.5 mili - ohm (Nominal)
9	Float Life	4-6 years at 27°C
10	Cyclic Life	
A	at 100 % DoD	250 - 300 at 27°C
B	at 50 % DoD	550 - 650 at 27°C
C	at 30 % DoD	1150-1350 at 27°C
11	Charging Regime @ 27°C ambient	
A	Float Voltage	Not more than 13.5 V
b	Boost Voltage	Not more than 13.8 V
12	Capacity delivery	
A	at C10hr to 10.5V	>185Ah
B	at C5hr to 10.2V	>171Ah
C	at C1hr to 9.6V	>126Ah
D	at C15mins to 9.6V	>91Ah
13	Self-discharge	Should be less than 4% at 27°C
14	Case Material	It has low permeability to avoid water loss with PPCP (FR should available as optional)
15	Terminal	Should be conductive copper inserts (Round terminal)
16	Terminal identification	Should be clearly visible through the life time of batteries, preferably resin coating is required
17	Certification	JIS 8702C, UL & CE
18	ISO	ISO 9001 2015, ISO 45001 2018 & ISO 14001 2015
19	At 15 min Backup	more than 3800 W at 10.5 EMV
20	At 30 min Backup	more than 2400 W at 10.5 EMV
21	Warranty	2 years

Technical Specifications for supply of 12V-42Ah SMF batteries:

SI No	Item	Minimum Specification
1	Capacity	42Ah
2	Make	Bidder to Specify
3	Type	SMF - Sealed maintenance Free
4	Each Battery Voltage	12V Each
5	Rated Capacity (AH)	20hr rate
6	Energy Density	Not less than 86 Wh/l
7	Specific energy	Not more than 40 Wh/kg
8	Internal Resistance fully charged new battery at 27°C	Not more than 10.20 mili - ohm (Nominal)
9	Float Life	4-6 years at 27°C
10	Cyclic Life	
A	at 100 % DoD	250 - 300 at 27°C
B	at 50 % DoD	550 - 650 at 27°C
C	at 30 % DoD	1150-1350 at 27°C
11	Charging Regime @ 27°C ambient	
A	Float Voltage	Not more than 13.5 V
B	Boost Voltage	Not more than 13.8 V
12	Capacity delivery	
A	at C10hr to 10.5V	>31.5Ah
B	at C5hr to 10.2V	>29Ah
C	at C1hr to 9.6V	>22Ah
D	at C15mins to 9.6V	>15Ah
13	Self-discharge	Should be less than 4% at 27°C
14	Case Material	It has low permeability to avoid water loss with PPCP (FR should available as optional)
15	Terminal	Should be conductive lead inserts (L-terminals)
16	Terminal identification	should be clearly visible through the life time of batteries, preferably resin coating is required
17	Certification	JIS 8702C, UL & CE
18	ISO	ISO 9001 2015, ISO 45001 2018 & ISO 14001 2015
19	At 15 min Backup	more than 670 W at 10.5 EMV
20	At 30 min Backup	more than 400 W at 10.5 EMV
21	Warranty	2 years

Chapter III
FORMS

Annexure-I (Compliance Statement)

COMPLIANCE STATEMENT (On Bidder's Letter Head)

DECLARATION

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the TENDER including all annexure, addendum and corrigendum.

Signature and Seal of Bidder

We certify that the product offered by us for tender conforms to the technical specifications stipulated by you with the following deviations

List of deviations

- 1)
- 2)
- 3)
- 4)

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature and Seal of Bidder

Annexure-II (User Certificate)

QUALIFYING CRITERIA USER'S CERTIFICATE

Name of the Firm Contract No. & date

Scope of Work

Contract Amount (in Indian Rupees)

Completion Period as per contract Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

E-mail id:

Contact No:

Annexure-III (RTGS Details)

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/s. RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500025.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____.
Which was awarded to our company as per your award letter no. _____ dated _____.
Against the above PO/LOA participated/awarded to us, we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

Annexure-IV

GURANTEE BOND FOR PERFORMANCE GUARANTEE
PERFORMANCE BANK GURANTEE BOND
 (On Stamp Paper of Rs. One Hundred)
 (To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

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 invocable 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 202
for
(Indicate the name of the Bank)

Witness

- 1. Signature
Name
- 2. Signature
Name



Annexure-V**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 paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s ___(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _ of (RailTel Corporation of India Ltd.), 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. I/we hereby declare that I/we have downloaded the tender documents from <https://railtel.enivida.com>
3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** ___ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

A Government of India
Undertaking

DEPONENT SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

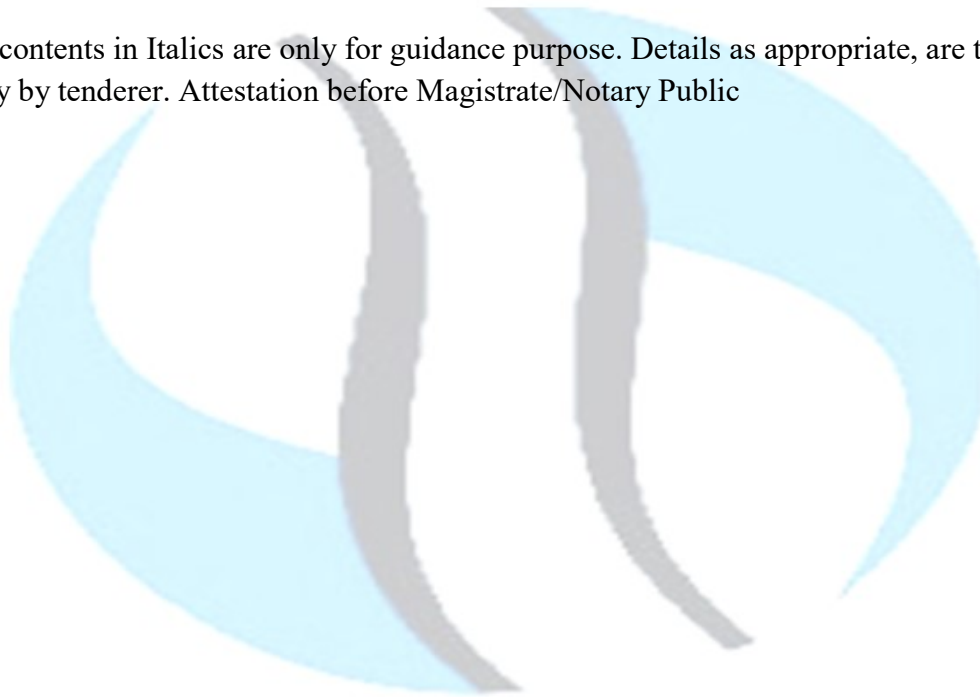
I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

Place & Dated:

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

***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*



Annexure-VI

Manufacturer Authorization Form (MAF)

**ED/SR,
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

**Subject: Manufacturer Authorization form (MAF) to M/s for
.....**

Ref: Tender No.

Dear Sir,

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

We hereby authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon
award of the bid to execute the supply of our range of products against your above said
bid.

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

Thanking you,
Best regards,

Authorized Signatory

Annexure-VII

**Format for Bid Security Declaration
(On Non-judicial stamp paper of Rs. 100/-)**

Whereas, I/We _____ (Name of Agency) has submitted bid for _____
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the
aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe
financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from
submitting Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended
validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or
fail to submit performance guarantee or fail to commence the work within stipulated time period
prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid
for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of
issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date



Chapter –VI Technical & Financial Eligibility

1. Technical Eligibility Criteria:

a) 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:

- i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, (OR)
- ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, (OR)
- iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Offers not accompanied by copies of POs and work completion certificate (user certificate in the format of Form no.1) will not be considered.

b) (i) In case of tenders for composite Contracts 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:

- i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender (OR)
- ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender (OR)
- iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Similar Work: The work for Supply and installation of Batteries/Battery Chargers sets in any Government/State Government/PSU/Reputed Telco.

(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.

(iv) 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).

2. Financial Eligibility 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).The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Access Point and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Centre Supports for at least past three years in the country from where the proposed item are planned to be supplied. In case OEM is located outside India, it should have training repair and service centre facilities in India also. The certificates/Undertaking for the same will have to be submitted offline.

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



Chapter V

E-tendering Instructions to Bidders

These Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’ of the Tender Document. 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://railtel.enivida.com>. It is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. The link of e- procurement portal is also given on our official RailTel portal i.e www.railtelindia.com under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at: <https://railtel.enivida.com>

2.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link
2. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
3. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
4. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
6. The scanned copies of all original documents should be uploaded in PDF format on e-tender portal.
7. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

2.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then

you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 PREPARATION OF BID

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

2.4. SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and to enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Grey Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit all the required documents online only. Original copy is needed to be submitted by the successful bidder before issuance of LOA/PO.

2.5 For any clarification in using e Nivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988/80

Mail id: - eprocurement@railtelindia.com, enividahelpdesk@gmail.com

2.6 Tender Bidding Methodology:

Sealed Bid System - ‘Single Stage - Two Envelope’: In this, bidder has to submit each the bid (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) in separate envelope “ONLINE”.

2.7 RailTel Contact (for general Information and any clarifications write mail to the following to (a) & (b) with a copy to (c).

- a) A.S Rayudu, Sr Manager (DC)
RailTel Corporation of India Ltd,
2nd Floor B-Block, Rail Nilayam, Secunderabad- 500025
Mob No. +91 94942 08999
Email: asrayudu@railtelindia.com
- b) B. Vinod Babu, AE (DC)
RailTel Corporation of India Ltd,
2nd Floor B-Block, Rail Nilayam, Secunderabad- 500025
Mob No. +91 9974151394
Email: vinod.babu1990@railtelindia.com

2.8 Bid related Information for this Tender

The entire bid-submission would be online on <https://railtel.enivida.com>. 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. Single Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid)
- d. Online response to Terms & Conditions of Tender.
- e. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

2.9 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).

2.10 Award of Contracts, & Financial Evaluation

After the evaluation of technical proposals, the financial bids (initial price offer) of those firms whose technical bids meet eligibility criteria shall be categorized as qualified. These financial bids shall be opened on the scheduled date and time (as per procedure explained in the e Nivida User Manual for vendors). L-1 (Eligible Lowest) would be decided on the initial price offer quoted by the bidder on e Nivida.



Chapter VI

CHECK LIST (To be filled up & submitted)

SN	Have you submitted the following documents?	Submitted /complied or not	Page No./ref No. of Offer
1	Tender document Signed and Stamped		
2	Make and model of product offered along with brochure for 200AH & 42AH batteries		
3	Offer letter duly signed by the authorized signatory		
4	Compliance statement for acceptance of SOR, Scope of Work, Commercial Terms & Conditions and Performance Bank Guarantee		
5	Schedule of Requirements (to be filled e-nivida online tender portal only)		
6	Forms as per Chapter-III, Annexure-I to VI		
7	EMD & Bid Security Declaration		
8	Technical Eligibility – As per Tender Document		
9	Financial Eligibility – As per Tender Document		
10	Manufacturer Authorization Letter (MAF)		
11	Power of Attorney on Rs.100/- stamp paper		
12	Affidavit duly notarized on Rs.100/- stamp paper		
13	Site Visit Report (to verify the space, rack size, battery size) – Duly signed by Bidder and Engineer-in-charge from RailTel		
14	Technical compliance for the specifications given for 200AH & 42AH batteries		

Note: Non submission / Noncompliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.

***** Document End *****