



RailTel Corporation of India Ltd.,  
(A Mini Ratna CPSE under Ministry of Railways)  
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,  
Begumpet Airport Road, BEGUMPET, HYDERABAD- 500 016.

**RAILTEL CORPORATION OF INDIA LIMITED**  
**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड**

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET,  
HYDERABAD- 500 016

1-10-39 से 44, 6ए, 6वीं मंजिल, बेगमपेट एयरपोर्ट रोड, सामने। शॉपर्स स्टॉप, बेगमपेट, हैदराबाद- 500 016

**ELECTRONIC TENDER DOCUMENT**

इलेक्ट्रॉनिक निविदा दस्तावेज़

E-Tender No ई-निविदा क्रमांक: RCIL-SC-23-24-41

**Name of the Work**

Supply, installation & Commissioning of 48V (2Vx24 cells) / 3000AH (3x1000AH) battery sets to RCIL Secunderabad Pop with buyback option.

(कार्य का नाम)

बायबैक विकल्प के साथ आरसीआईएल सिक्ंदराबाद पॉप को 48V (2Vx24 सेल) / 3000AH (3x1000AH) बैटरी सेट की आपूर्ति, स्थापना और कमीशनिंग।

रेलटेल  
RAILTEL



# RailTel Corporation of India Limited

*A Government of India (Ministry of Railways) Undertaking*

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016, visit [www.railtelindia.com](http://www.railtelindia.com), Tel: 040-27821134 Fax: 27820682, Corp. Office: Plate-A, 6th Floor, Office Block Tower-2 East Kidwai Nagar, New Delhi-110023.

## OPEN TENDER NOTICE

E-Tender Notice No: **RCIL-SC-23-24-41**

**Date: 18.12.2023**

RailTel Corporation of India Ltd., Secunderabad invites online tenders from established contractors with proven experience for the work of "Supply, installation & Commissioning of 48V (2Vx24 cells)/3000AH (3x1000AH) battery sets to RCIL Secunderabad Pop with buyback option."

a)	Availability Tender Documents in website	18.12.2023
b)	Closing Date for downloading the Tender	08.01.2024, 12.00 hrs
c)	Closing date for Submission of E-Bids	08.01.2024, 15.00 hrs
d)	Date of opening of E-Bids.	08.01.2024, 15.30 hrs
e)	Approx. Estimated Cost of Tender (incl GST)	<b>Rs. 13,96,950/-</b>
f)	Earnest Money Deposit (EMD)	<b>Rs.27,950/-</b>
h)	Period of Completion of work	60 days from issue of LOA/PO
Earnest Money (EMD) shall be submitted through online in IREPS e-procurement portal.		

### Eligibility Criteria:

**As per Clause No 3.3, Chapter-3.**

# Eligible MSEs are exempted from EMD only. No other exemption will be given.

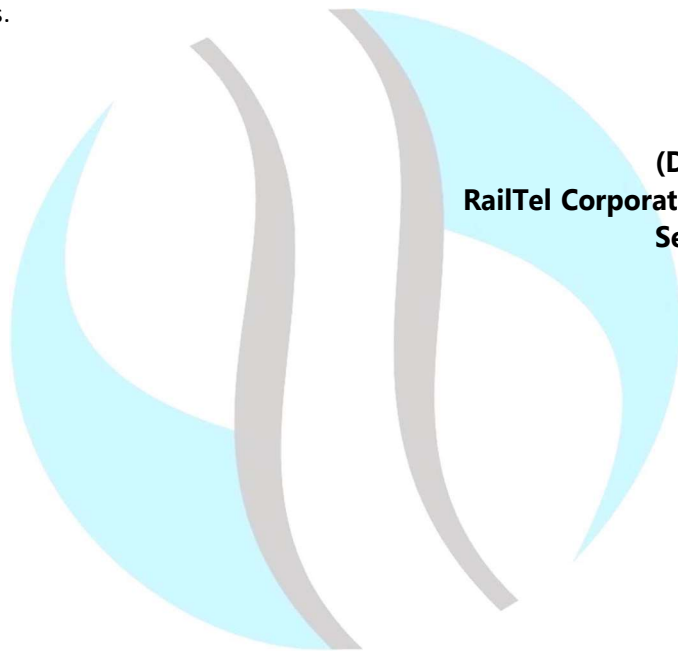
Tender Notice and Tender Document are available on RailTel's website and can be downloaded from the e-Tendering portal <https://www.ireps.gov.in>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from Indian Railway's e-procurement portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and RailTel website [www.railtelindia.com](http://www.railtelindia.com). 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.

### **Note: #\***

1. 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.

2. Firms registered with MSME for the tendered item/work/services is exempted from submission of EMD.
3. Firms claiming for the above exemptions under MSME or others, have to submit supporting documents without which their offers will be considered as invalid and liable for rejection.
4. 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.



**-Sd**  
**(DGM/PROJ/SC)**  
**RailTel Corporation of India Limited,**  
**Secunderabad.**

रेलटेल  
RAILTEL

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**Section-I**  
**Chapter-1**  
**(PRICE SCHEDULE-A)**

**SOR: SCHEDULE OF REQUIREMENTS :-**

S. No	Item Description	Qty (In set)	Rate inclusive of loading/ unloading, insurance & freight (in Rs.)	GST @ __% (in Rs.)	All inclusive Rate (AIR in Rs.)
1	Supply of 48V (2V X 24 cells)/ 3000 AH (3x1000 AH) SMF VRLA Maintenance free Battery sets as per Technical Specification given in Chapter-4 of Tender Document	1 set			
2	Installation & Commissioning of SMF VRLA battery sets supplied in item No.1 above.	1 set			
3	Less: Buy back of used VRLA Maintenance free battery sets 48V (2V X 24 cells)/ 3000 AH (3x1000 AH). (This includes dismantling & releasing of existing battery banks.)	1 set			
	<b>Total Cost of Schedule-A Grand Total</b>				
	<b>In words: Rupees</b>				

<b>Note:</b>	
1.	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
2.	Bidder has to mandatorily quote for all the items of Schedule – A. The incomplete SOR will not be accepted and if found the bid will be rejected.
3.	The bidder has to deliver, install & commission Battery Sets (VRLA) as per list(Tentative) provided as Annexure-IV Chapter-11. The offered cost should include all relevant items/ material for the purpose of Installation & commissioning of VRLA Battery sets. The material used for installation and commissioning should be of relevant ISI specs of appropriate capacity & quality to meet the end-objectives. All consumables, materials to be used must be from reputed make.

**Information to Bidder for Compliance:**

1. All items should be quoted as per Technical specifications defined in Chapter-4.
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
3. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.
4. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
5. The equipment offered shall have complete data sheets and detailed description on OEM web sites.
6. GSTIN ID of vendor must be furnished from where goods will be supplied.

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A Government of India  
Undertaking

**CHAPTER- 2**  
**BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document.

Reference	Description
<b>Tender Notice</b>	Supply, installation & Commissioning of 48V (2Vx24 cells) /3000AH (3x1000AH) battery sets for RCIL Secunderabad Pop with buyback option.
<b>Clause 6.16, Chapter-6</b>	<b>Validity of offer</b> 60 days.
<b>Clause 8.28 Chapter-8</b>	<b>Warranty</b> The material is to be warranted for 24 months from date of delivery or 18 months from the date of placement in service, whichever is earlier.
<b>Clause 3.2, Chapter-3</b>	<b>Delivery Period</b> 60 Days from placement of LOA/PO.
<b>Clause 3.3, Chapter-3</b>	<b>Eligibility Criteria as per Clause No 3.3, Chapter-3.</b>
<b>Clause 7.2, Chapter-7</b>	<b>Purchaser's Right to Vary Quantities</b> Up to a maximum extent of +/- 25% of contract value without price variation. If the overall quantity varied from 125% to 140% with 2% rebate and from 140% to 150% with 4% rebate on LOA price.
<b>Clause 6.4, Chapter-6</b>	<b>Earnest Money Deposit (EMD)/ Bid Security: Rs. 27,950/-</b> Through portal <a href="https://www.ireps.gov.in">https://www.ireps.gov.in</a>

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## **Chapter - 2-A**

### **E-Tendering instructions to bidders**

- 1. This tender is processed as E-Tender**
- 2. 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://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS).

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

- 3. Tender Bidding Methodology:**  
Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid / Price Bid in single envelope **"ONLINE" in IREPS portal. The entire bid-submission would be online on IREPS Portal.**

#### **IREPS Helpdesk**

Please visit Helpdesk section on IREPS Portal.

#### **RailTel's Contact Person & Designation**

Shri K.Manikantan,  
Mgr/Proc/SR  
Mobile: 7032915139  
E-Mail Id: [manikantank@railtelindia.com](mailto:manikantank@railtelindia.com)

Shri Deepank Bisht  
Sr.Mgr/Noc/SC/SR  
Mobile: 7093896854  
E-Mail Id: [deepank.bisht@railtelindia.com](mailto:deepank.bisht@railtelindia.com)

#### **3.1 Broad outline of submissions are as follows:**

- I. Submission of Bid Security/ Earnest Money Deposit (EMD)/MSME through IREPS portal
- II. Submission of digitally signed copy of Tender Documents and Corrigendum/Addenda
- III. Tenderer has to upload both Technical and Financial bid as Single Packet on IREPS
- IV. Online response to Terms & Conditions of Tender.

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

#### **4. Offline submissions:**

The bidder is required to submit the following documents offline (in addition to submitting their scanned copies along with bid) to RailTel Corporation of India Ltd, 1-10-39-44, 6A, 6<sup>th</sup> Floor, Gumidelli Towers, Begumpet Airport Road, Begumpet, Hyderabad-500 016 as per the requirement of RailTel (or) as and when requested by RailTel.

- a) **Power of Attorney on letter head (or) on stamp paper** in favour of the signatory duly authorizing the signatory shall be submitted as per the requirement of RailTel (or) as and when requested by RailTel. **However, scanned POA must be submitted at IREPS before opening of tender.**
- b) **Notarized Affidavit on letter head (or) on stamp paper** in original to be submitted as per Chapter -3, Clause No. 3.20 instructions to tenderers section II chapter I as per the requirement of RailTel (or) as and when requested by RailTel. **But the scanned Affidavit must be submitted at IREPS before opening of tender.**

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

#### **5. Submission of Eligibility Criteria related documents**

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall be **scanned and submitted ONLINE. Bids Uploaded without mandatory documents like eligibility criteria and other supporting documents on IREPS Portal are liable to be rejected.**

**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). All the tenderers are advised to upload the bids well in advance before the tender closing time.

#### **6. Instructions for Tender Document TO THE BIDDERS**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on IREPS Portal <https://www.ireps.gov.in/> and CPP Portal. However, tenderers should submit their bid through IREPS Portal only.

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

#### **7. Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

- 8. Fax Quotations & Late Tenders:** Fax Tender documents, Offline Tender Bids and Late/Delayed tenders would not be considered.
- 9. 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.

**10. Addenda / Corrigenda:** Addenda / Corrigenda to the tender documents may be issued by RailTel 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. The information of Corrigendum/Addenda shall be published on RailTel website and CPP Portal also. Prospective bidders are advised to check the website periodically for updates.

**11. 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. All clarification shall be responded through email.

**12. Bid submission and Opening date:**

- 12.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 12.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 12.3 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.

**13. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.ireps.gov.in>), and go to the User-Guidance Center.

**14. Additional Instructions: Please note**

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood, and accepted all the documents.

All columns should be filled and blank columns if any should be marked as NIL.

Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specification.

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## **CHAPTER-3**

### **SPECIAL TENDER CONDITIONS**

**3.1** The Tenderer shall quote Total all Inclusive Rate of Supply & Services clearly indicating the breakup of rates, applicable duties and taxes, etc. as detailed in the offer form only.

**3.2 Delivery Period:**

Supply, installation & commissioning of material is required to be completed by the supplier at the location/consignee within 60 days from the date of issue of LOA/PO.

**3.3 Eligibility Criteria:**

The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

**3.3.1 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:

Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender,

or

Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender,

or

One similar work# each costing not less than the amount equal to 60% of advertised value of the tender.

**Similar Work:** Work of Supply, Installation & Commissioning of Battery banks.

**(b) The Bidder also to comply the following mentioned:**

- (i) Any Battery manufacturer approved for VRLA battery sets by RDSO/TEC/TSEC(BSNL) for any capacity for VRLA batteries can quote. Authorization & support letter from the Battery manufacturer will have to be provided.
- (ii) The status of approval (irrespective of AH- for batteries) of tenderer by TEC/RDSO/TSEC(BSNL) shall be reckoned as on the date of tender opening.
- (iii) Non submission of any of the documents required for the due fulfilment of eligibility criteria as above will lead to rejection of the offer.

**(c) 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).

### **3.3.2 Submission of Certificates**

**3.3.2.1** To meet the eligibility criteria of clause 3.3 the certificates to be submitted along with the Bid may be in the name of the bidder either partner as applicable based on their role and items in the schedule.

3.3.2.2 The PBG as required in the relevant clause s of tender document will be submitted by Bidder. The bidder shall be solely responsible for supply, commissioning & warranty support of the power supply system.

3.3.2.3 The EMD shall be submitted by the bidder.

3.3.2.4 OEM's Manufacturer Authorization Form (MAF) for battery sets would also have to be enclosed with the bid.

### **3.3 Evaluation Criteria:**

- i. The bidder shall quote the equipment prices as per the price format given in the chapter 1.
- ii. The offers for respective Item will be determined on Total Unit Rate on **CIP destination basis** which will include basic rate, GST, freight, insurance installation & Commissioning and any other charge or costquoted by the tenderer.
- iii. Offers from the tenderers not meeting the eligibility criteria will not be considered.
- iv. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The tenderer should indicate brand name, type / model number of the material offered.

**Note:** RailTel may discharge the tender at any stage without assigning any reason.

### **3.4 Deleted**

### **3.5 Bill Passing & Paying Authority:**

Bill passing Authority is GGM/Noc/Rail Nilayam/Secunderabad and bill paying Authority is DGM/Fin/SR. Bills to be submitted to GGM/Noc/Rail Nilayam/Secunderabad for payment.

SPLITTING OF QUANTITY- Not Applicable for this tender

### **3.6 Make in India clause**

Public Procurement (Preference to Make in India): Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5 Lakhs.

The provisions of Public Procurement (Preference to Make in India), Order-2017 dt. 15.06.2017 (or subsequent revisions, if any) is applicable.

Office Memorandum dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10 (d) of Public procurement (Preference to Make in India) Order, 2017.

- 3.7** (a) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.  
 (b) Margin of Purchase Preference: The margin of purchase preference is 20%.  
 (c) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel Corporation of India Limited, New Delhi.

**3.8 Verification of local content:**

- (a) The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- (b) In case of procurement for a value in excess of Rs.10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declarations will be in breach of the Code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (d) Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- (e) Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

**3.9 Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- (a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 Lakhs, the provisions of subparagraph b or c as the case may be, shall apply.

- (b)** In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c)** In procurements of goods not covered by sub-paragraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier; the contract will be awarded to L1.
  - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

**3.10 Deleted.**

**3.11 Deleted.**

**3.12 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. All clarification shall be responded through email.

**3.13 Payment Terms:** 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
- a) 80% of the value of the supply of battery sets on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
  - b) Balance 20% value of the supply and 100% of installation on successful installation & commissioning at site. Bidder has to install and commission the battery sets within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. 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 valid for a period of one year.

**3.14 Limitation of Liability:**

Provided the following does not exclude or limit any liabilities of either party in ways not Permitted by applicable law:

- a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

**3.15 Tax variation:**

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel's account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.

**3.16 Care in Submission of Tender:**

- i. Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- ii. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act

shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

### **3.17 Deleted.**

**3.18 Bidders sharing a land border with India:** Office Memorandum F.No. 6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure-V, Chapter-11 shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

### **3.19 CONSTITUTION OF FIRM AND POWER OF ATTORNEY**

- I. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
  - (a) As sole proprietor of the concern or as attorney of the sole proprietor;
  - (b) As a 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 the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- II. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- III. 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.
- IV. In case where the 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 for the work.
- V. The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.

### **3.20 Notarized Affidavit:**

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 Annexure-A (Form 11). 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.

- a) 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 as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

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## **CHAPTER-4**

### **TECHNICAL REQUIREMENTS & SPECIFICATIONS**

#### **A: For VRLA maintenance free Battery sets: (SOR-A):**

- i. The technical specification of VRLA Battery Bank should conform to TEC/BSNL specification with valid certification to the OEM: No. TEC/GR/TX/BAT-001/04. JUNE.2011 or latest amendments suitable for Telecom Network.
- ii. VRLA Battery Bank should conform to TEC/BSNL specification with valid certification to the OEM: No. TEC/GR/TX/BAT-001/04. JUNE.2011 or latest amendments suitable for Telecom Network.
- iii. 48V capacity to be achieved with 2V X 24 cells for each bank.
- iv. Inter connecting cables/strips of suitable capacity and length to be supplied for satisfactory commissioning of Battery banks.

#### **B: Scope of Installation & Commissioning of VRLA battery sets:**

- a) Bidder has to erect and commission the battery bank.
- b) Bidder has to record the individual cell and output voltages in charge mode.
- c) Bidder has to visit during final commissioning and integration with charger as and when required.

#### **C. Buy back:**

1. Released buyback battery sets to be taken away within **a week** from the site , other wise ground rent or demurrage will be levied @ Rs.1.00 per day for articles less than 2 cubic fts. for 50 kgs in weight and Rs.5.00 per day for bulkied or heavier articles.

#### **Special Note:**

***\*All the cables as per specifications referred above required for installation and commissioning of Battery sets, as per the site requirement shall have to be supplied by the vendor.***

## Section-II

### Chapter 5

#### OFFER LETTER

RailTel Corporation of India Ltd.  
Plate-A, 6th Floor, Office  
Tower-2, NBCC Building, East  
Kidwai Nagar, New Delhi-  
110023

1. 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 offer open for acceptance for a period of 20 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of "Supply, installation & Commissioning of 48V (2Vx24 cells)//3000AH (3x1000AH) Battery banks for RCIL Secunderabad Pop with buyback option" 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 RailTel.
2. A sum of **Rs .....** through **IREPS Portal** herewith submitted 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 **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF

WITNESS:1.

2.



## **Chapter-6**

### **INSTRUCTIONS TO THE TENDERERS**

For E-Tendering bids /information by bidders is to be submitted "Online" on e-Procurement Portal IREPS. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

**PLEASE NOTE:** ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE uploading THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE 'www.railtelindia.com' OR FROM THE e-Procurement Portal IREPS',

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal IREPS, and this should be done well before the deadline for bid-submission.

#### **6.1. Offer Letter**

- 6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 6.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Proforma to be enclosed)

#### **6.2 Instructions for Tender Document to the tenderer**

The RailTel Tenders are published on www.railtelindia.com, CPP Portal and on IREPS Portal

**NOTE:** For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal IREPS , and this should be done well before the deadline for bid-submission.

#### **6.3 Submission of Offers and Filling of Tender:**

This e-tender should be duly submitted online using e-Procurement IREPS Portal

- a. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.

- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

#### **6.4 Earnest Money Deposit (EMD):**

The tenderer shall deposit earnest money as per BID DATA SHEET along with the tender through IREPS Portal. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and that of successful tenderer after conclusion of Contract and securing Security Deposit.

*EMD payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 33946516594, IFSC Code SBIN0020299, Bank Name: State Bank of India, Branch address: Veer Chambers, Ranga Reddy District, Begumpet – 500016. The Bid received without EMD will be summarily rejected.*

Note: Firms registered with UDYAM certification for the tendered item / work is exempted from submission of EMD. Firms claiming for the above exemptions under UDYAM certification have to submit supporting documents.

The earnest money may be forfeited:

- a. If a tenderer withdraws its tender during the period of tenders validity specified in Instructions to Tenderers and Conditions of Tendering.
  - b. To furnish performance guarantee in accordance of Conditions of Contract.
- 6.4.1 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 6.4.2 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required is submitted & accepted.

#### **6.5 Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit 5% of total value of the Purchase Order/LOA towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of purchase order/LOA as per under mentioned item (i) & (ii), failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO, from any scheduled bank for due fulfillment of contract as per the details given below:

- i) Security Deposit/Performance Bank Guarantee of 5% of total value of the Purchase Order/LOA is required to be submitted within 30 days of issue of PO/LOA. The PBG should be valid for a period 3 months beyond warranty period from the date of issue of PO/LOA to cover Validity of Purchase Order, delivery period and Warranty period.
- ii) The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note:

- 1) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS 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 advice of BG through SFMS to the RailTel's Bank.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".  
*Important: SFMS Confirmation of the BG should be in MT 760 format only.*

#### 6.6 No Interest on Earnest Money and Performance Security:

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

#### 6.7 Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders will not be considered.

#### 6.8 Deleted

#### 6.9 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do soon 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.

#### 6.10 Performance statement:

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. Ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1 <sup>st</sup> extension	Qty supplied during 2 <sup>nd</sup> extension	Qty Supplied during 3 <sup>rd</sup> extension
1	2	3	4	5	6	7	8	9

- i) Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

#### 6.11 Rate, Taxes and Duties: -

- 6.11.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit tendered.

6.11.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.11.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

**6.12 Deleted**

**6.13 GST related clause:**

**6.13.1** If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.

**6.13.2** CGST/SGST/IGST/GST should be quoted extra if applicable.

a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.

b) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly".

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

"We hereby declare that additional set off/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

If any surcharge on tax is applicable the same should be indicated clearly.

**6.13.3** 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.

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

**6.13.5** 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.

**6.13.6** 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.

- 6.13.7** 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.
- 6.13.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.10** 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.
- 6.13.11** 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 withhold the dues/payments of bidder and make payment of 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.
- 6.14 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.
- 6.15** The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.
- 6.16 Validity:** Tenderers are to keep the validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and sealed.
- 6.17 Evaluation Criteria:**
- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions

attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.

- ii) Inter se position of the offers will be determined on total value of offer on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance, installation & commissioning and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

**6.18** The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

**6.19 Compliance & Deviation statements:**

Compliance statement for acceptance of the Technical Specifications (Chapter4) and Instructions & Conditions (Chapter3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

**6.20 Tenderer's Comments:**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

**6.21** Deleted

**6.22 Tax deducted at Source:**

Statutory deduction of taxes would be made as per the prevalent rules. PAN number may be furnished invariably.

**6.23 Addenda / Corrigenda:**

Addenda / Corrigenda to the tender documents may be issued by RailTel 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. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

**6.24 Ambiguity:**

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 RailTel in writing.

**6.25 Bid submission & Opening (Online only)**

6.25.1 EMD should be Submitted through IREPS Portal. Bids without EMD will be summarily rejected.

6.25.2 **The bid should be submitted online** with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should

consist of following:

1. Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA/PO.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 Chapter 6.
6. Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 2.
7. OEM vetted BOM in compliance to conditions of Chapter-1 and technical specifications of Chapter-4. No deviation certificate from OEM.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid.

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

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## Chapter 7

### GENERAL TENDER CONDITIONS

#### 7.0 Acceptance of the Offers: -

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

#### 7.2. Quantity to be ordered:

The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the PO/LOA as indicated in Bid Data Sheet Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the PO/LOA. Any such change in value/quantity shall have no impact on the rates mentioned in the PO/LOA for any such item.

7.3 Deleted

7.4 **Payment Terms:** As per Clause 3.13 of chapter-3

#### 7.5 Inspection:

- 7.5.1 The supplier/manufacturer shall give a call for inspection within six weeks of issue of PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.
- 7.5.2 The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 7.5.3 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the 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/cost.

7.5.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES /RDSO/CIPET or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

**7.5.5 Inspection shall be carried out as per the specification at OEM premises, by RailTel's authorized representative.**

7.5.6 The material should be offered for inspection within four weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

7.5.7 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.

7.5.8 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

**7.6 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 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.

**7.7 Delivery Schedule**

- a) The tenderer should note the required delivery schedule of RailTel given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted, will be taken as commercially unresponsive to RailTel's requirement.
- b) Time and the Date of delivery as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- c) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

**7.8 Marking of Material Supplied:**

The tenderer should agree to indicate the Manufacturer's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

The marking on the system shall carry the following minimum information on the front/side/top panel of the system as indicated by RailTel.

- a) Manufacturer's name , date & year of production.
- b) Serial number:
- c) Model no.
- d) Capacity:
- e) RailTel Logo

**7.9 Procurement from Manufacturers Authorized agents / Distributors:**

Only Manufacturers or their authorized Agents/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored.

Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect:

- a) Direct dispatch from the premises of the manufacturer to the consignee.
- b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

**7.10 Deleted.****7.11 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, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

**7.12 Issue of Confirmed Supply Orders:**

RailTel, Southern Region will issue the Supply Orders within validity period of contract Agreement/Advance Purchase order.

**7.13 Force Majeure Clause:**

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

**8. Trade Receivables Discount System (TReDS):**

TReDS feature available.	Yes, on m1xchange portal. (Url: <a href="http://www.m1xchange.com">http://www.m1xchange.com</a> )
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- 8.1.** 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 m1 change 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.
- 8.2.** 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.
- 8.3.** 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.
- 8.4.** 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.

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**RAILTEL**  
A Government of India  
Undertaking

## **Chapter 8**

### **STANDARD CONDITIONS OF CONTRACT**

#### **8. Definitions and Interpretation.**

- 8.0.1 In the Contract unless the context otherwise requires.
- 8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
- 8.0.3 "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
- 8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;
- 8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;
- 8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
- 8.0.8. "Government" means the Central Government or a State Government, as the case may be;
- 8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
- 8.0.10. "Material" means anything used in the manufacture or fabrication of the stores
- 8.0.11. "Particulars" include-**
- (a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-in-charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
- (b) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

- (c) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (d) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry:
- (e) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm;
- (f) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- 8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.
- 8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof
- 8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
- 8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
- 8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;
- 8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
- 8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to
- (a) The consignee at his premises; or
  - (b) Where so provided the interim consignee at his premises, or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted

- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 8.0.29. Words in the singular include the plural and vice versa
- 8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
- 8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;
- 8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 8.1.0 Parties- The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.
- 8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.
- 8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-
- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

**8.2.0. Quotations of rates by Contractors**

- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
- (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
- (ii) to terminate the contract and forfeit the Security Deposit.

**8.3.0. Contract.**

- 8.3.1. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.
- 8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

**8.4.0. Security Deposit/Performance Security**

- 8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 3 per cent of the total value of the PO/LOA detailed in the contract for which the tender has been accepted, as a security for the due fulfilment of the contract.
- 8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -
- (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or
- (b) To cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.
- 8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.
- 8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the