



RAILTEL CORPORATION OF INDIA LIMITED
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
II floor, 'B' block, Rail Nilayam, Secunderabad-500 071

द्वितीय तल, 'बी' ब्लॉक, रेल निलयम, सिकंदराबाद -500 071

ELECTRONIC TENDER DOCUMENT

इलेक्ट्रॉनिक निविदा दस्तावेज़

E-TENDER NO ई-टेंडर संख्या: RCIL-E-Tender-19-20-SC-76, Dt: 30.09.2019

Name of the Work (कार्य का नाम)

“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBMR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”

Download of Tender document and submission of offer at e-tender portal: <https://www.ireps.gov.in/>

Note: 1) Submission of offers - Online only and required document as per Check List

2) Offline Documents to be submitted before opening of the tender time : Affidavit

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RailTel Corporation of India Limited

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

A Government of India (Ministry of Railways) Undertaking

भारत सरकार (रेल मंत्रालय) का उपक्रम

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682)

e-Tender Notice

Tender Notice Nos ई-टेंडर संख्या : RCIL-E-Tender-19-20-SC-76,

Dt. 30.09.2019

| | | |
|----|--|---|
| a) | Name of work कार्य का नाम | “Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document” |
| b) | Earnest money deposit (EMD) बयाना राशि (EMD) | Rs. 70,600/- |
| c) | Last date & time for submission of the tender निविदा प्रस्तुत करने की अंतिम तिथि और समय | 22.10.2019 at 15.00 hrs. |
| d) | Date & time for Tender Opening निविदा खुलने की तिथि और समय | 22.10.2019 at 15.30 hrs. |
| e) | Completion Period समापन की अवधि | 90 days from the date of issue of LOA/PO/WO. |

Cost of Tender Document : Rs.3360/- (including GST @12% to be paid online at IREPS portal.

निविदा दस्तावेज की लागत: रु। 3,360 / - (GST @ 12% सहित) IREPS पोर्टल पर ऑनलाइन भुगतान किया जाना है।

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://www.ireps.gov.in> . For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from IREPS's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और उन्हें www.railtelindia.com से या ई-टेंडरिंग पोर्टल <https://www.ireps.gov.in> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए, निविदा दस्तावेजों की आधिकारिक ऑनलाइन कॉपी IREPS के ई-पोर्टल से डाउनलोड की हुई होनी चाहिए। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धि पत्र/परिशिष्ट/संशोधन आदि कोई-टेंडरिंग पोर्टल और रेलटेल वेबसाइट पर पोस्ट किया जाएगा।

The offer should be kept open for acceptance for a period of **30 days** from the date of opening of the tender.

निविदा खोलने की तारीख से 30 दिनों की अवधि के लिए प्रस्ताव को स्वीकृति के लिए खुला रखा जाना चाहिए

The Tenderers shall upload their offer on IREPS Portal upto 15:00 hrs on 18.09.2019. The offline document completed in all respect **will be received up to 15.00 Hrs. on 22.10.2019 and will be opened at 15.30 Hrs.** on the same day, in the presence of the Tenderer/s or their representative who may be present.

निविदाकार 18.09.2019 को 15:00 बजे तक IREPS पोर्टल पर अपना प्रस्ताव अपलोड करेंगे। सभी संबंध में पूरा किया गया ऑफ़लाइन दस्तावेज 15.00 बजे तक प्राप्त किया जाएगा। 22.10.2019 को और 15.30 बजे खोला जाएगा। उसी दिन, टेंडरर / एस या उनके प्रतिनिधि की उपस्थिति में, जो उपस्थित हो सकते हैं।

**General Manager/Projects/SR
For RailTel Corporation of India Ltd**

SECTION – I Chapter -1

Preamble

Tender No. RCIL-E-Tender-19-20-SC-76, Dt: 30.09.2019

1. Name of work:

“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document.

2. Scope of work:

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

2.2 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications.

2.3 **Services:** “Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”.

2.4 Tender Bid

3.1 Offline Document (Affidavit) to be submitted to The Regional General Manager (RGM), Southern Region, RailTel Corporation of India Ltd, II floor, ‘B’ block, Rail Nilayam, Secunderabad-500071. The Tender should be online only at IREPS portal closing of the tender time at 15.00 hrs. on 25.09.2019.

3.2 Tender sealed and super scribed as mentioned above can also be sent by Registered Post with acknowledgement due, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency RailTel will not be responsible.

4 **Offer:** The tenderers are required to quote **Percentage Basis** for the Schedule both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.

5 **Last date of Submission:** Online participation up to **15.00 hrs** of **22.10.2019** at IREPS portal.

6 **Date of Opening of Tender:** The tender will be opened at **15.30 hrs** on **22.10.2019** at the same address as mentioned above.

7 **Completion Period of Work for each Division/Tender:** The work is to be executed and to be completed within **90 (ninety)** days from the date of issue of PO/“Letter of Acceptance” of the tender.

8 **Address to which correspondence and documents relating to the Contract should be sent:** The Regional General Manager, RailTel Corporation of India Ltd, 2nd floor, ‘B’ block, Rail Nilayam, Secunderabad-500 071

- 9 **Earnest Money:** Tenderer shall deposit amount towards Earnest Money as mentioned at para I above in a manner prescribed in **Para 5 Chapter I Section II**
- 10 **Security Deposit:** will be deducted from bills as per **Para-3 of Special Conditions of Contract (Section II Chapter II)** towards Security Deposit for due fulfillment of contract.
- 11 **Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification (Section III chapter III of tender document). The work shall be executed in compliance with all the technical requirements given therein.
- 12 **Schedule of Requirement:** The various items to be supplied and services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter II). The make and model of all the equipments proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.

13 **Eligibility:**

Technical

Contractor must have completed one single similar work about 35% of the advertised value. Works similar to the scope of work as contained in this tender shall mean

- i) LAN wiring / Provision of Wi-Fi / Supply and installation of RF Equipments, Shifting of SDH equipments.

OR

- ii) All type of Telecom equipment/OFC including telecom cable works, OFC maintenance works.

The work should have been executed for Govt./PSUs/Telecom Service Providers/Commercial Enterprises/ Educational Institutes/ Infrastructure Providers. Contractors need to provide "Work completion/Experience Certificate" in order to qualify technically.

Financial Eligibility:

Total contract amount received during the last 3 financial years i.e., 2016-17, 2017-18, 2018-19 and in the current financial year should be a minimum of 150% of advertised tender value. The certified copy of three years Audited Balance Sheet and Income statement of just concluded year should be submitted as evidence.

14 **Materials to be supplied by RailTel:**

SDH equipment
42U Rack
48V Battery with charger
FDMS

- 15 **Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that no material except items mentioned in para 14 above shall be arranged/supplied by RailTel for commissioning the work. All materials including the materials covered under the Schedule of Requirement and those required achieving the end objective as

- required are to be supplied by the contractor.
- 16 As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
 - 17 In all matters, decision of Regional General Manager (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.
 18. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
 19. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the 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-E. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

With the submission of the affidavit as mentioned above, the practice of verification of tenderer’s documents by the RailTel may be dispensed with.

- 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 there under.
 - 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.
20. **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 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to 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 laible 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.”

SECTION I
Chapter II
SCHEDULE OF REQUIREMENT

Name of the work : Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document

Tender No. RCIL-E-Tender-19-20-SC-76, Dt: 30.09.2019

| S. No. | Description of Item | Unit | MMTS (6) | BZA-BVRM (14) | KCC-GDR (22) | UR-MBNR (7) | TOTAL Qty | Rate (Incl. of GST 18%) | Total Amount |
|--------|--|------|----------|---------------|--------------|-------------|-----------|-------------------------|--------------|
| 1 | Supply and fixing of FRP Ladder Type cable tray of 300 mm width with proper C type couplers on Heavy duty strut bracket support or GP stub & strut hanger support as directed by Engineer in charge. | Mtr | 120 | 280 | 440 | 280 | 1120 | 649.00 | 726880.00 |
| 2 | Supply and wiring of 25 sq.mm multistrand single core copper cable of make Finolex(Black) on already provided FRP ladder/ PVC trough including proper copper lugs | Mtr | 120 | 280 | 440 | 175 | 1015 | 290.07 | 294421 |
| 3 | Supply and wiring of 25 sq.mm multistrand single core copper cable of make Finolex(Red) on already provided FRP ladder/ PVC trough including proper copper lugs | Mtr | 120 | 280 | 440 | 175 | 1015 | 290.07 | 294421 |
| 4 | Supply and wiring of 16 sq.mm multistrand single core copper cable of make Finolex (Green/yellow) on already provided FRP ladder/ PVC trough including proper copper lugs | Mtr | 120 | 280 | 440 | 280 | 1120 | 196.89 | 220517 |
| 5 | Supply and wiring of 6 sq.mm multistrand single core copper cable of make Finolex(Green/yellow) on already provided FRP ladder/ PVC trough including proper copper lugs | Mtr | 120 | 280 | 440 | 175 | 1015 | 99.21 | 100698 |

| | | | | | | | | | |
|---|---|-----|-----|-----|-----|-----|------|----------|------------------|
| 6 | Supply and wiring of 10 sq.mm multistrand 3 core flexible copper cable of make Finolex wiring on already provided FRP ladder/ PVC trough including proper copper lugs | Mtr | 120 | 280 | 440 | 175 | 1015 | 320.65 | 325460 |
| 7 | Supplying and fixing of white color of 2"PVC channel/Trough with cover of 2mm thickness. | Mtr | 120 | 280 | 440 | 280 | 1120 | 114.51 | 128251 |
| 8 | Supply and fixing of Wall mountable Double door AC distribution box 8 way (Legrand/Havells make) with neutral bus bar, earth terminal and supply & fixing of 20 Amps DP MCB(Legrand) x 4 Nos. with necessary connections. | Lot | 6 | 4 | 22 | 7 | 39 | 4937.90 | 192578 |
| 9 | DC Power distribution system (PDAP panel) suitable for 42 U rack with MCBs (Legrand/Havells make) 1 No. 32 Amp DP MCB, 10Amp -02 Nos, 6 Amp-06 Nos SP MCBs. And Copper bus bar(3mm thickness)for Positive supply | Lot | 6 | 4 | 22 | 7 | 39 | 4937.90 | 192578 |
| 10 | Splicing of 24F OFC in FDMS and testing of fiber | No. | 10 | 20 | 25 | 10 | 65 | 5083.10 | 330402 |
| 11 | Shifting/Transporting and Installation of SDH/PDH equipment, FMS , DCDB Box, Racks, PDAP Panel, Battery and Charger etc. from Old Prefabricated hut/building to new Masonry hut | LS | 6 | 14 | 22 | 7 | 49 | 14690.50 | 719835 |
| TOTAL Amount (rounded off) | | | | | | | | | 35,26,041 |
| Rupees .Thirty Five Lakh Twenty six thousand and Forty one only. | | | | | | | | | |

Note : The percent At Par/Above/Below to be filled online only at IREPS web portal.

| | |
|----|--|
| i. | <p>I/we undertake to execute the work of schedule of work at -----%</p> <p>(in words-----percent), At Par/below/above of the RailTel's total estimated cost of schedule of work mentioned above.</p> |
|----|--|

| | |
|------|--|
| ii. | It is certified that I/we have inspected the site of work and acquainted myself or ourselves with local conditions. |
| iii. | I/we have carefully gone through the specifications. Additional special conditions etc Attached with the tender document. |
| iv. | I/we undertake to keep this offer valid for period indicated in Tender from the date of opening of Tender and further not to revoke the same before the expiry of such period. |

Signature and Seal of the Tenderer

| | |
|-------------------|--|
| Note for Guidance | [i] Tenderer should quote his single percentage rate in row (i) above only, At par Above/Below the RailTel's estimated cost of work. |
| | [ii] The single percentage rate to be quoted both in figures and words. |
| | [iii] Tenderer shall quote all inclusive rates, but there should be break up of basic price and all type of applicable taxes. Since it is percentage basis tender, each SOR item applicable the same percentage quoted by the contractor for concluding base rates. |
| | [iv] If none of the above/below/at par is ticked by the tenderer, the quoted single percent will be treated below the RailTel's estimated rate. |
| | [v] Any discrepancy in rate quoted in figure and words, rate quoted in words will prevail. Calculation mistake, if any, will be corrected and evaluated accordingly. |
| | [vi] All prices shall be inclusive of all taxes/duties as applicable at present. RailTel will deduct income tax at source as per rates in vogue and GST liability shall be discharged as per extant rules. |

Signature and Seal of the Tenderer

List of Stations work to be carried out.

MMTS, BZA-BVRM, KCC-GDR, UR-MBNR

SECTION - II

CHAPTER - I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. **General Instructions**
2. **Interpretations**
3. **Local Conditions**
4. **Compliance to Tender Conditions, Specifications and Drawings**
5. **Earnest Money/Bid Guarantee**
6. **Submission of Offers**
7. **Constitution of Firm and Power of Attorney**
8. **Unit Prices**
9. **Validity of Offer**
10. **Rates During Negotiations**
11. **Income Tax Clearance Certificate**
12. **Period of Completion and Time Progress Graph**
13. **Non-transferability and Non-refundability**
14. **Errors, Omissions and Discrepancies**
15. **Wrong Information by Tenderer**
16. **Qualifying Criteria**
17. **Meaning of similar Work**
18. **System Performance Guarantee**
19. **Authority for Acceptance**
20. **Agreement**
21. **Foreign Exchange**
22. **Tenderer' Address**
23. **Variations in Extent of Contract**

SECTION - II

CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad -500071 from established and reliable contractors for the work of **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**. The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the **"Tender Papers"**.

- 1.1 **Percentage offer:** The tenderers are required to quote **percentage rate** At Par/Above/Below over the total value of Schedule of Requirement separately both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final

2. INTERPRETATIONS

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

"CONTRACT" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.

"CONTRACTOR" Means the successful Tenderer, i.e., the Tenderer whose Tender has been accepted either in whole or in part.

"CONTRACTOR'S REPRESENTATIVE" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser's Engineers and carry out the same.

"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 field works 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.

"EQUIPMENT" Means all or any equipment considered necessary by the Purchaser's Engineers for satisfactory operation, as a whole, of the installations.

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipments, components, fittings and other materials including raw materials required to complete the work..

"PURCHASER" Means M/S RailTel Corporation of India Limited, 2nd Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

"PURCHASER'S ENGINEER" Means the Executive Director of RailTel or successor

who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

"SUB-CONTRACTOR" Means an individual or a firm of Contractor or a Company registered under Indian Company Act or an approved supplier of materials to whom the Contractor sublets portions of the contract.

"CONSIGNEE" Means the person specified in the Acceptance of Tender to whom Stores are to be delivered at the destination.

"INSPECTING OFFICER" Means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their-authorized representative.

"RailTel" Means M/s. RailTel Corporation of India Limited, Southern Region, 2nd Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

"SITE" Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineer, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser's Engineer may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

"BLOCK SECTION" Means the distance along the railway track between two consecutive Railway stations.

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

"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 and Annexure hereto 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.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

3. LOCAL CONDITIONS

3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.

3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the

Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

Work execution subject availability of the site. In order to start the work at a particular site RailTel Engineer-In-Charge must be intimated.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).
- 4.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

5 EARNEST MONEY/ BID GUARANTEE

- 5.1 The tenderer shall submit demand draft (DD)/ Bankers cheque for an amount of **Rs.70,600/-** to be paid online at IREPS portal only.
- 5.2 The tenderers shall hold the offer open till such date as specified in Para 9 of this chapter. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- 5.2.a. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit this Deposit if the successful tenderer fail to submit the Performance Guarantee required by the terms and conditions of the tender. Tenders not accompanied by Earnest Money will be rejected, refer clause 5.7 for exemption. No bank guarantee for EMD is accepted.
- 5.3 **The earnest money may be forfeited:**
 - 5.3.1 If a tenderer withdraws its tender during the period of tenders validity specified in Clause 9 of Instructions to Tenderers and Conditions of Tendering.
 - 5.3.2 In the case of successful tenderer, if the tenderer fails to Sign the contract in accordance with clause 2 of Special Conditions of Contract.

- 5.3.3 To furnish performance guarantee in accordance with clause 3.1 of Special Conditions of Contract.
- 5.4 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.
- 5.5 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 successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required under para 3 of Special Conditions of Contract is furnished and formal contract duly signed is received by the purchaser.
- 5.6 Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 5 above will be **summarily rejected**.
- 5.7 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the tenderer are found to be incorrect, the EMD deposited shall be forfeited in respective tenders quoted and tenderer will be barred from quoting in RailTel tenders for a period of 3 years.
- 5.8 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

6 SUBMISSION OF OFFERS

- 6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be **summarily rejected**.
- 6.2 In case the date of opening mentioned in the preamble happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.
- 6.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 6.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.
- 6.5 **RATES IN FIGURES & WORDS:-**
- 6.5.1 All percentage prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.
- 6.5.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.

- 6.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 6.6 ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed in full (not initialed) by him/them.
- 6.7 The bid shall consist of the following:**
- i) Tender document original signed in all pages
 - ii) Offer letter complete. (Form No.1)
 - iii) Schedule of Requirements) with percentage rate and amount along with summary duly signed by the tenderer in figures and words.
 - iv) Earnest Money in prescribed form
 - v) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
 - vi) Any other information desired to be submitted by the tenderer.
- 7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY- Deleted**
- 8. PRICES:** The Percentage prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all-inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system. Reference may be made Special Conditions of Contract (Chapter II Section II). The percentage prices shall be inclusive of all taxes and statutory payments.
- 9. VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 20 (Twenty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** The works/work to be completed within a period as mentioned in preamble from the date of issue of Letter of Acceptance of the tender.
- 12. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.
- 13. WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately give wrong information in his/their tender which creates circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
- 14. PERFORMANCE GUARANTEE:** The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied (or work executed) by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the

end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

15. **AUTHORITY OF ACCEPTANCE/EVALUATION OF OFFERS:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
16. **AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated in para 2 of Special Conditions of Contract (Section II Chapter II).
17. **TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.
18. **AMENDMENT OF TENDER DOCUMENT**
 - i. RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA
 - ii. Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.
 - iii. To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.
 - iv. The materials that shall be handed over to the Contractor at any time for execution of work shall depend upon the particular item of work in the schedules to be done at a particular time and also the progress of work. The contractor shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.
 - v. Materials issued to the contractor shall be used solely and economically for the purpose of work covered by this contract only. The materials shall be used in such quantities and proportions as are indicated in Schedule or in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Wastage or damage to such materials in any manner shall be avoided.
 - vi. The contractor shall be liable to render fully accountable for all the materials issued by the RailTel. If any quantity of RailTel materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the issued rate prevailing at the time of last issue of the materials consumed in excess or wasted or damaged or lost or not satisfactorily accounted for.

- vii. If at any time any materials which the contractor would normally have to arrange for himself is supplied by the RailTel either at the contractor's request or suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply therefore or otherwise, such materials will be made available to the contractor in the RailTel's Stores Depot at Secunderabad as required for the work. All handling, subsequent thereof will be at the contractors responsibility. Recovery of the cost of such supply will be made from the contractor's bills, as per extant rules of the RailTel. Any demurrage or other charges due on account of detention of wagons in loading or unloading will also be recovered from the Contractor.
- viii. If the materials mentioned in schedules, however not available in RailTel and /or decide not to supply the same, whatever be the reason, the RailTel shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work by the contractor.
- ix. The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.
- x. Materials shall be issued to the contractor or his representative at specific depot of the stores on Production of identity card with photograph or authorization letter issued by this office. Also indemnity bond on non-judicial stamp paper of Rs 100/- as per Performa given in Form No-6 of Chapter V will be executed and submitted to the Section Engineer in charge.

19 VARIATIONS IN EXTENT OF CONTRACT

- i. The General manager on the on the be behalf of the RailTel shall be entitled by order in Writing to enlarge, diminish or reduce the work or make any alteration in their design, character
Position, site quantities, dimensions or in the method of their execution or in the combination
and use of materials for the execution thereof or to order any additional work to be done or any works note to be done and the contractor will not be entitled ,to any compensation for any
increase/reduction in the quantities of the work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- ii. Unless otherwise Specified in the special conditions of the contract, the accepted variation
In quantity of each individual item of the contract would be up to 25% of the quantity originally
Contracted, except in case of foundation works.
- iii. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of the work
- iv. In case an increase in quantity if an individual item by more than 25% of the agreement quantity

Is considered unavoidable, then same shall be executed at following rates

- a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - b) Quantities operated in excess of 140% but up to 140% of the 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c) Variation in quantities of individual item beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid 96% of the rate awarded for that item in that particular tender.
 - d) Variation to quantities of minor values Item:
The limit for varying for minor values items shall be 100%(as against 25% prescribed for other items). A Minor items for this purpose is defined as an item whose original agreement values is less than 1% of the total original agreement value .
d.(i) Quantities operated up to and including 100%of the agreement value.
Concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
d(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98.5 of the rate awarded for that item in that particular tender;
d(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- IV.** In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil not is subject to this limit.

SECTION- II CHAPTER - II
Special Conditions of Contract
I N D E X

Para Subject

1. Tender Document
2. Agreement
3. Security Deposit
4. Contractor's Office & Stores depot
5. Use of Railway Land
6. Program of work.
7. Competent Supervisors
8. Test & Measuring Instruments, Special tools & Installation Material
9. Stores to be supplied by contractor
10. Supply of Technical Literatures, Documentation Drawings & Completion Plan etc.
11. Quality assurance
12. Inspection of materials
13. Inspection of works
14. Quantum of work and variation in Quantities
15. Subletting and assignment
16. Execution of works
17. Maintenance of works
18. Clearance of site
19. Provisional Acceptance
20. Placing in Service & Maintenance Supervision
21. Final Acceptance
22. Warranty
23. Infringement of Patents
24. License as per Govt. of India Contract Labour Act
25. Defaults and Delays
26. Loss Sustained Due to Default and Delay
27. Penalty for Delay in Completion
28. Adherence of time schedule
29. Contractors liabilities for Costs and Damages
30. Unit prices
31. Measurement of works
32. Meaning and interpretation by RailTel to be final
33. Terms of Payments
34. On account payment
35. Final Payments
36. Final Settlement
37. Deductions from On Account Payment Bills
38. Taxes
39. Insurance
40. Force Majeure Clause
41. Settlement of dispute and Arbitration
42. Termination of Contract
43. Variation in Extent of Contract

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. TENDER DOCUMENTS

- 1.1 The goods and services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes the following together with any addendum and corrigendum thereto.
 Section-I: Preamble along with schedule of requirements, annexure etc.
 Section-II: I) Instructions to tenderers and conditions of tendering.
 II) Special conditions of contract.
 III) Forms of Tender and annexure etc.
 Section-III: Technical specifications and drawings etc.
- 1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.
- 1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

2. AGREEMENT

The successful Tenderer shall within 30 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly complete. The form for agreement is included in Section II, Chapter III (Form No.3).

3. SECURITY DEPOSIT

- 3.1 The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract.
- 3.2 The Earnest Money already paid by the successful Tenderer (see Clause 5 of Instructions to Tenderers and Conditions of Tendering) will be adjusted towards payment of this Security deposit
- 3.3 Balance amount towards SD shall be recovered from the contractor's "on account" bills as under:
 - (a) The rate of recovery should be at the rate of 10% of the bill amount till 5 % contract value is achieved.
 - (b) Security Deposit shall be returned to the contractor after completion of warranty period of the work (See Cl. 22 SCC) and upon certification of the competent authority and issue of FAC.
 - (c) No interest will be payable upon the Earnest Money and Security Deposit.

3.4 **CONTRACT PERFORMANCE GUARANTEE (PG)**

- 3.4.1 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**.

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.

- 3.4.2 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(thirty) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the physical completion of work.
- 3.4.3 The successful tenderer shall have to submit Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 90 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 3.4.4 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
- 3.4.5 Performance Guarantee shall be released after satisfactory completion of the work and upon issue of PAC. The procedure for releasing should be same as for Security Deposit.
- 3.4.6 Wherever the contracts are rescind, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed.
- 3.4.7 The balance work shall be got done independently without risk and cost of the original contractor.
- 3.4.8 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.

4. **CONTRACTOR'S OFFICE & STORES DEPOT:** The Contractor shall within ten days of issue of letter of acceptance of tender establish an office and store depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser's Engineer. He shall intimate the purchaser's Engineer address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered post.
5. **USE OF RAILWAY LAND:** Use of Railway land required by the Contractor for construction of temporary offices, quarter(s), hutments etc. for the staff and for storing materials etc., will be permitted to him/them subject to approval by Railways, if available at the charges prescribed by the Railways. The land will be restored to Railways by the Contractor(s) in the same condition as when taken over or in vacant condition as desired by the Engineer after completion of the work or at any earlier day as specified by the Engineer. Failure to do so will make the Contractor(s) liable to pay the cost incurred by the Railway for getting possession of land.
6. **PROGRAMME OF WORK**
 - 6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously at more than one independent place in order to expedite the completion of work.
 - 6.2 Within a period of 7 days beginning from the date of issue of Letter of Acceptance of Tender the Contractor shall submit the detailed time Schedule for the execution of work based on the conditions in consultation with RailTel to the authority mentioned in the Preamble and approved by the later in writing before commencement of the work.
 - 6.3 The Contractor shall be held responsible for the execution of the work according to the Program given above in full compliance of the various clauses of the Technical specifications, instructions / drawings etc. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.
 - 6.4 Approach roads, where ever available can be used for carting materials. While RailTel may facilitate the contractor for getting approval from the Railways, if required, for carting the material to the site, the responsibility for ensuring that the material reaches the site on time, lies entirely with the contractor. The contractor has to bear the necessary expenses for carting the material to the site.
 - 6.5 The contractor will program his work in such a manner so as not to interfere in the working and movement of trains.
7. **COMPETENT SUPERVISORS:** The Contractor shall place and keep competent representatives/Supervisors /Engineers as his representative on the works who will be authorized to receive and acknowledge materials issued by the RailTel and take all orders

issued by the RailTel. The said representatives shall be present at site during working hours and any written orders or instructions which the purchaser's Engineer may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.

8. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

8.1 Special tools & instruments required for installation and commissioning of the work as detailed in preamble shall be arranged by contractor at his own cost.

8.2 All tests and measuring instruments and other arrangements required for carrying out all the acceptance tests etc shall be provided by the contractor at his own cost.

9. STORES TO BE SUPPLIED BY CONTRACTOR: All materials required for the execution of the contract shall be arranged and supplied by the Contractor as detailed in the scope (Preamble) so as to realize the end objective. The supply of equipments and materials shall also include required installation and other materials and documents etc which may not be specifically mentioned herein but which are usually necessary for completing the work in all respects.

10. SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS, INSTRUCTION BOOK & COMPLETION PLANS ETC: The supply of equipment and materials shall include supply of two sets of printed documents from original equipment manufacturers with each equipment as given in technical supplement.

11. QUALITY ASSURANCE: In the event of RailTel waving off the inspection, the quality assurance department of the manufacturer shall carry out all the tests as per the specification and issue a certificate indicating clearly the test results and the adherence to the technical specifications. This is without prejudice to the purchaser's right to accept or reject the supplies if not found in conformity to its requirement

12. INSPECTION OF MATERIALS

12.1 All equipments materials fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory/tenderer works before dispatch and no materials shall be dispatched until these are inspected and/or approved. The materials may also be inspected by the purchaser or his representative again at the contractor's depot.

12.2 All materials shall be procured from the manufacturers of repute/their-authorized dealers. Such materials are to be accepted by the Engineer. The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.

12.3 The cost of equipment and materials, all tests and/or analysis performed for inspection shall be borne by the Contractor.

12.4 The inspection charges, if any, payable to the purchaser's representative for carrying out the inspection shall be borne by the purchaser.

13. INSPECTION OF WORKS: The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with

specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/ replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the RailTel.

14. QUANTUM OF WORK AND VARIATION IN QUANTITIES

14.1 The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The Purchaser reserves the right to increase or decrease by up to 25 % of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions

15. SUBLETTING AND ASSIGNMENT: No sub-contracts are permitted.

- a) The **Contractor** shall not sub-contract any part or the whole of the work, without the prior consent of RAILTEL. The **Contractor** may sub-contract parts of the contract, if necessary and in the interest of the project and only to sub- Contractors approved in advance in writing by RAILTEL. The **Contractor** shall be responsible for transmitting specifications and pertinent data to sub- Contractors and ensuring full compliance by them. In such cases even if written permission is given, it shall not relieve the **Contractor** from his obligations under the contract and he shall be fully responsible for all supplies / work done by his sub-Contractors. The **Contractor** shall also be exclusively responsible for the effective planning and co-ordination of the work from sub-Contractors. to ensure proper integration with all works.
- b) It shall be as per the specifications of **RAILTEL** and **RAILTEL** shall have sole discretion to withdraw its consent and have the remaining part performed or executed by any other party of RAILTEL's choice.
- c) Notwithstanding anything contained herein, RAILTEL shall have sole discretion to nominate sub-contractors for specialized activities/works or even for part of specified works, before or during the course of Work, wherever required in the opinion of RAILTEL on account of slow progress, poor quality or Contractor's lack of sufficient mobilization.

16. EXECUTION OF WORK: All the works shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

17. MAINTENANCE OF WORKS: The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form and after the date of passing of the certificate of completion by the RailTel's representative or any other earlier date subsequent to the completion of the works that

may be fixed by RailTel's representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the RailTel's representative shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot and the contractor shall be liable for and shall pay and make good to the RailTel or other persons legally entitled thereto whenever required by the RailTel's representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or inconsequence of the operations of the contractor or his failure in any respect.

18. CLEARANCE OF SITE: At the end of the work at each location the Contractor shall as a part of his Contractual obligation leave the area completely neat and clean.

19. PROVISIONAL ACCEPTANCE

- 19.1 Immediately after the completion of the work at each block section or after completion of work in a Zonal Rly/Division hereinafter referred as sub-section the contractor shall certify and advise the purchaser in writing that the installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over.
- 19.2 The test or tests specified in Technical supplement (section III) will be conducted jointly by purchaser and contractor as soon as possible after receipt of advice of completion of one sub - section by purchaser from the contractor. The test schedule shall be finalized by mutual discussion between the contractor and M/S RailTel Corporation of India Limited, Secunderabad. Any component, modules, sub assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.
- 19.3 Purchaser's Engineer shall issue a **Provisional Acceptance certificate** for successful commissioning of a section covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedures have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate shall be signed by both the parties. The period of maintenance of works shall commence from the date of issue of last Provisional Acceptance Certificate.

20. PLACING IN SERVICE & MAINTENANCE SUPERVISION

Deleted

21. FINAL ACCEPTANCE

- 21.1 The final acceptance of the works completed shall take effect from the date of expiry of warranty period after issue of Provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract.
- 21.2 Notwithstanding the issue of Final Acceptance Certificate the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any

obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

22. WARRANTY

- 22.1 The work carried out and equipment supplied by the Contractor shall be guaranteed against the defects for a period of **twelve months** from the date of issue of Provisional Acceptance Certificate. The contractor shall provide comprehensive warranty maintenance for all the items supplied and work carried out by him against this tender.
- 22.2 The replacement of defective materials supplied by contractor at site shall be undertaken by RailTel. However, incase RailTel representative is unable to rectify the defects , maintenance engineers of the contractor shall go to the site immediately on receipt of the intimation to assist RailTel representative for diagnostic and rectification of the fault. RailTel shall not bear any expenditure for any such traveling or during the maintenance and warranty period.
- 22.4 During the free warranty maintenance period contractor should stabilize the working of the system. RailTel has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor free of cost as to make good of all the deficiencies.

23. INFRINGEMENTS OF PATENTS:

- (a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trade marks except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns, which he may use of his own accord.
- (b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

24. LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT: The Contractors are required to produce license as enjoined in the Government of India Contract Labour (Regulation and Abolition) Act (1978) with latest amendments, if any. They shall not be allowed to undertake or execute any work through contract Labour except under and in accordance with a license issued under the said Act in that behalf by the authorized licensing Officer.

A. "Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all alient details of engaged contractual labour & payments made thereof after each wage period.

B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labouors engaged in connection with this contract and payments made to them during the wage period in Railways's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till ____ Month ____ Year."

C. Tender is expected with empty with minimum wages Act ,EPF Act, ESI Act

24.1 Labour Cess: The tenderers, for carrying out any construction work, must get themselves registered with the Registrar Officer under section-7 of the Building and other Construction workers Act 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering officer of the concerned State Govt. (Labour Dept). **As per this act, the tenderer shall be levied a cess @ 1% of cost of construction work, would be deducted from each bill. Tender is expected to understand and comply with labour laws of concerned labour department of state Government issued from firm to firm.**

25 DEFAULTS AND DELAYS: The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be

at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the Contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the Contractor without prejudice to any other right or remedy of the Purchaser.

25. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS: In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of para above the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser from out of all or any of the following sources viz:

- (a) i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- ii) The Contractor's security deposit in the hands of the purchaser as far as available, and;
- iii) Any other assets whatsoever of the contractor;
- (b) In the event of re-imbursement from out of sources (i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suo moto.

26. PENALTY FOR DELAY IN COMPLETION

27.1 The contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of **0.5% per week or part thereof** (rounded off to the nearest whole number) of the total value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.

27.2 The total value of penalty on account of above shall be **limited to maximum of 10% (Ten percent)** of the total contract value.

27.3 Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. This penalty for delay in completion will be applicable separately for each stage of completion of work when two or more stage of completion, are specified in the contract. The purchaser's engineer shall at his sole discretion specify a time limit within which the unfinished portion of the work shall be completed after serving on the contractor a notice of Purchaser's intention to recover the said penalty in Form 11. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provisions in Para 33 and 34.

NOTE: For purpose of this para the value of work shall be calculated on the basis of unit prices included in schedule of requirements.

27.4 Penalty for damaging the Railway Cable: For each case of damaging the Railway cable a lump sum amount of Rs.1.50 lakh (Rupees one lakh and fifty thousand) shall

be imposed in the case of any cable cut/damage to railway cable. The penalty shall be multiple if it happens in multiples i.e. if cable is cut 2 times by the contractor, then the penalty imposed shall be Rs.3.00 lakh

27.5 **Maintenance Block:** The Splicing /Termination work to be done in the given maintenance block during the night time by obtaining prior approval from NOC/SC. The contractor has to complete Splicing /Termination work for link through within the given **two hours**, failing which a **penalty of Rs. 5000/-** per every extra two hour or part thereof will be levied.

28 ADHERENCE OF TIME SCHEDULE

28.1 Timely completion of the work is the essence of the contract. While delay in execution will attract penalty, early completion will be rewarded.

28.2 If any delay as aforesaid shall have arisen from any cause which the Purchaser may agree as being a reasonable ground for extension of time the purchaser's engineer or his representative may allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extensions shall be granted, on request from contractor, with liquidated damages in the Form No.11.

29 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

29.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Purchaser shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have lien over the sum pending finalization or adjudication of any such claim.

b) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or amounts referred to from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other department of the Central Government pending finalization or adjudication of any such claims.

c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court, as the case may be, and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

d) For the purpose of this clause, where contractor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual company or otherwise.

30 Rate, Taxes & Duties

- i. 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.
- ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- vii. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- viii. 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.
- ix. 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 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 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- x. 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.
- xi. Evaluation Criteria: inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

- xii. **However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.**

Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel

Note: “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.”

- 31 MEASUREMENT OF WORKS:** Payments for the works shall be made in accordance with approved designs & drawings and measured in relevant units except where provided or otherwise. The measurements will be made generally in accordance with standard engineering practices.

- 32 MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL:** All measurement, method of measurement, meaning intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding.

33 TERMS OF PAYMENT:

- 33.1 All bills shall be submitted to the authority mentioned in Preamble.

- 33.2 Subject to any deductions or recovery which the RailTel may be entitled to make under contract, the Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

- 34 ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT & MATERIAL :**
34.1 deleted

34.2 PROGRESS PAYMENT FOR EXECUTION OF WORK (SERVICES)

'Progress payment' shall be made separately for each item/sub-item of work given in the Schedule of work twice in a calendar month.

- 34.2.1 **90%** (Ninety percent) of the progress payment for each item of Schedule of Services shall be made after successful completion at various locations, joint measurement and testing to the satisfaction of Engineer on submission of following documents
- i. Invoice in duplicate
 - ii. Material Re-conciliation Statement jointly signed by RailTel and contractor
 - iii. Work completion certification

34.2.2 5% (Five percent) value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate

35 FINAL PAYMENT

35.1 Final payment of 5% of the contract value shall be made after satisfactory operation and expiring of warranty period of one year after commissioning and issue of Final Acceptance Certificate.

35.2 On the basis of Final Acceptance Certificate from the Purchaser's Engineer for all the works at all the locations covered in this contract and reconciliation of materials issued, the final bill for the balance payment for each item of work shall be submitted by the Contractor along with a clear 'No Claim Certificate'. The Final Acceptance Certificate shall be issued by the Purchaser's Engineer only when he has accepted the work wholly after conducting the acceptance tests as per the details given in the technical specification and supplement.

35.3 **VITIATION CLAUSE:** Quantities shown in the schedule are approximate and can vary depending on site conditions. If any vitiation arises on account of variation of quantities, the contractor shall not be paid more than the lowest rate obtained after working out with the final operated quantities.

36 FINAL SETTLEMENT

On expiry of the warranty period and issue of the certificate of final acceptance of the entire installations, the security deposit (Para 3) will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor to the purchaser.

37 CERTIFICATE FOR MODVAT /VAT BENEFITS ON BILLS -Deleted

38 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

(i) All costs, damages or expenses, which RailTel may have been paid or incurred which under the provisions of contract are Contractor's obligations will be deducted by RailTel from progress payment Bills/Invoice of Contractor, as and when it is understood that such an expense has been incurred or paid for.

(ii) All such claims of RailTel shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

39 TAXES

39.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser **WILL NOT ACCEPT** any liability for the same.

39.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may

be credited to the Central Government.

- 39.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

40 INSURANCE - Deleted.

- 41 FORCE MAJEURE CLAUSE:** If at any time, during the 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 of acts of God here-in-after referred to as event) then provided notice of the happening of any such event is give 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 Railways 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 Railways 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.

42 SETTLEMENT OF DISPUTE AND ARBITRATION

- 1.1. 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 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 1.2. All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 1.3. The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the Chairman cum Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor

and RailTel Corporation of India Ltd.

- 1.4. Each of the parties agree that no withstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so

TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

43.1 If the Contractor should:

- (i) Become bankrupt or insolvent or
- (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than voluntary Liquidation for the purpose of amalgamation or reconstruction) , or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in clause-21 of SCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 7 of SCC, or
- (xi) Fail to supply material and/or carry out the works as per contractual specifications, or
- (xii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel, then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.

(a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.

(b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision

shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the Contract, such certificate being final and binding upon the Contractor, provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due which at any time thereafter may become due to the Contractor by the RailTel under this or any other contract or otherwise.

43.2 Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.

43.3 **RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:** In the event of any or several of the courses, referred in Sub-clause 43 above, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine exparte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accure to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site.

2. The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the cost of

completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the RailTel have been ascertained and the amount thereof certified by the Engineer. The Contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deduction of the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the RailTel the amount of such excess and it shall be deemed a debt due by the Contractor to the RailTel and shall be recoverable accordingly.

SECTION-II

CHAPTER-III

FORMS OF TENDER

| | | |
|------------|---|--|
| Form No. 1 | : | Offer Letter |
| Form No. 3 | : | Agreement |
| Form No. 4 | : | Guarantee Bond for Security Deposit |
| Form No. 5 | : | Statement of Deviations |
| Form No. 8 | : | Acknowledgement for receiving materials from RailTel |
| Form No. 9 | : | Extension of period of completion of work on account of contractor |

FORM –1**OFFER LETTER**

To
 The Regional General Manger (Southern Region)
 RailTel Corporation of India Limited.,
 2nd Floor, 'B' Block, Rail Nilayam,
 Secunderabad – 500 071

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 20 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**.

and the rates quoted in the attached schedules are hereby bind myself/ourselves to complete the work within 90 days from the date of issue of Letter of Acceptance/PO. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- thousand only) is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready or, b) I/We do not commence the work within 15 days after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S) Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

ACCEPTANCE OF TENDERS

I accept the tender as above and agree to pay the rate as entered in Schedule of requirements.

WITNESS

1. for and on behalf of

2. RailTel Corporation of India Limited Southern Region, Secunderabad

Date

FORM –3

AGREEMENT

An agreement made this ---- day of ----- 2018, between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 2nd Floor, 'B' Block, Rail Nilayam Building, Secunderabad (here in after referred as RailTel) of the One part; and M/s ----- (Hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**. as per Tender papers, the Contractor has submitted his offer.

Whereas the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**. as per the Tender document No. RCIL-E-Tender-19-20-SC-76, for Rs.----- (Rupees ----- only) as per copy of Letter of Acceptance (LOA) of limited tender issued vide letter No. RCIL-E-Tender-19-20-SC-76, & ERP LOA/PO no ----- dt.---.---.2018, at accepted rates as contained in the said LOA/PO (Annexure-3 hereto) issued by RailTel with schedule of requirement and terms and conditions.

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**. for which the said tender of Contractor has been accepted strictly according to the Annexure-1, 2 and 3 hereto and upon such work of **“Shifting of SDH and other equipment from existing locations to new buildings at MMTS, BZA-BVRM, KCC-GDR, UR-MBNR stations of S.C. Railway as per the schedule of requirement and specifications enclosed in Tender document”**. & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure-1 and in terms of conditions contained in Annexure-1, 2 & 3.

Whereas M/s. ----- has submitted ----- no. ----- dt.----- for Rs.----- drawn on ---- Bank , -----branch, ----- valid till ----- towards the security deposit and submitted ----- no. ----- dt.----- for Rs.----- drawn on ---- Bank , -----branch, ----- valid till ----- towards Performance Bank Guarantee for due fulfillment

of the contract.

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

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

The contractor within named in the presence of:

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

Date

Name in Block Capitals

Address

Signed and delivered at _____ for and on behalf of RailTel by
Shri _____ {Executive Director (Southern Region) or his successor} in
the presence of:

1. Signatures
Date

Name in Block Capitals

2. Signature Date Name in Block Capitals
Address:
Annexure '1': Schedule of Works/rates.
Annexure 'B': Tender Document.
Annexure 'C': copy of Letter of Acceptance

(Signature)_____ Dated: Complete with enclosures

FORM- 4**GURANTEE BOND FOR PERFORMANCE GUARANTEE**

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

1. In consideration of the Executive Director (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/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 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.

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the

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

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

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

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

Dated the day of 2019

for

(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

FORM – 5**Statement of Deviations****PROFORMA FOR STATEMENT OF DEVIATIONS**

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

- 1.1 Instructions to Tenderers and Conditions of Tendering
- | Clause | Deviation
(Including Justification) | Remarks |
|--------|--|---------|
|--------|--|---------|

- 1.2 Preamble

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

- 1.3 Special conditions of Contract.
Clause Deviation Remarks

(Including Justification)

2. The following are the particulars of deviations from requirement of the technical specifications.

Annexure Clause Deviation Remarks (Including Justification)

Note:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating no deviations.

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

FORM – 6
Section-II Chapter –II

STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)

(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through RGM/RailTel/Southern Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract for -----vide letter of Acceptance / PO No ----- of Tender No. RCIL-E-Tender-19-20-SC-76 and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager/Southern Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to his by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this _____ day of _____
 _____ for and on behalf of M/s _____ (Contractor)

Signature of witness

Name and witness in Block letters

Address

FORM – 8

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILTEL

Station: Date:

Sub: Receipt of Material from RailTel

It is hereby acknowledged that the following materials have been received in full and good condition by me on -----at----- for the work under the Agreement no.----
-----dated-----

Sl. No.

Description of Material

Quantity Remarks (Meter/No.) if any

Witnessed by:

(Signature of Engineer's Representative)

(Signature of Contractor Representative with or Contractor's Designation)

FORM - 9**EXTENSION OF PERIOD OF COMPLETION OF WORK ON CONTRACTOR'S
ACCOUNT**

No. Date:

To,

.....

Sub: (i) Name of Work:

(ii) Acceptance Letter No.

(iii) Undertaking / Agreement No.

Ref: (Quote specific application of the Contractor for extension to date, if received).

Dear Sir,

The stipulated date for completion of the work mentioned above isfrom the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or However, the work was not completed on this date)

Expecting that you may be able to complete the work if some time is given the Executive Director (Southern Region), RailTel Corporation of India Limited, Secunderabad although not bound to do so, hereby extends the time for completion from to

Please note that an amount equal to 0.5% of the total value of the contract per week or part thereof (rounded off to the nearest whole number) subject to a maximum of 10% of the total contract value of the works as a recovery for delay in the completion of the work after the expiry of (1) will be recovered from as mentioned in para 35 chapter II, section II of the special conditions of contract for the extended period notwithstanding the grant of this extension. You may proceed with the work accordingly.

The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

Please intimate within a week of the receipt of this letter your acceptance of the extension on the conditions stated above.

Please note that in the event of declining to accept the extension on the above said conditions or, in the event of your failure after accepting or acting up to this extension to complete the work by (2) here mention the extended date), further action will be taken in terms of relevant para of special conditions of contract.

Yours faithfully, for & on
behalf of RailTel Corporation of India Limited

Note:

1. Give here the stipulated date for completion without any penalty fixed earlier.
2. Here mention the extended date.

Annexure-A Form-11**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID 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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of 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.

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.

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

****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.**

e-Tendering/Bid Receipt (Online/Offline Activities Explained)

1. Availability of e-Tender Document:

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://www.ireps.gov.in>. Printed copy of Tender document will not be sold from RailTel office.

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"**.

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal. The entire bid-submission would be online on IREPS Portal.

RailTel's Contact Person & Designation

Mr. Tata Ramesh, Asst.GM/POM/SC,

Mobile : 9989888828

E-Mail Id: tramesh@railtelindia.com

4. Broad outline of submissions are as follows:

- I. Submission of Bid Security/ Earnest Money Deposit (EMD)
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tenderer has to submit both Technical and Financial bid as Single Packet
- 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.

5. Offline Document:

- i. The bidder is required to submit the "Affidavit duly notarized in original" to RailTel Corporation of India Ltd, 2nd floor, B-block, Rail Nilayam, Secunderabad-71 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time)
- ii. The bidder need to submit the following documents at online (Refer Check List)
 - a) **Power of attorney** in favour 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.

- b) Notarized Affidavit (**scanned copy online**) as per clause No. 26 of preamble
(Note : this document **original to be submitted offline as per the address given in tender document**).

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

6. 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 will be summarily 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.

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on 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.

8. 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.

9. Fax Quotations & Late Tenders: Fax Tender documents, Offline Tender Bids and Late/Delayed tenders would not be considered.
10. 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.

11. 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.

12. 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.

13. Bid submission and Opening date

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

13.2 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.

13.3 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.

14. 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.

15. 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 Specifications before filling up the Tender Form carefully.

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