



RailTel CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

Invites open e tender.

ELECTRONIC TENDER DOCUMENT

FOR

"Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of Andhra Pradesh State as per specifications and Schedule of requirement"

खुली- ई-निविदान. GEM/2025/B/6049907 dated 12-03-2025

OPEN E- Tender No. GEM/2025/B/6049907 dated 12-03-2025

Due for opening on:02-04-2025.

E-TENDER No. GEM/2025/B/6049907 dated 12-03-2025

RailTel Corporation of India Limited invites open tender for the Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of Andhra Pradesh State as per specifications and Schedule of requirement.

| | | |
|----|--------------------------------------------|---------------------------------|
| a) | ई-निविदा downloading का शुआती तिथि | 12-03-2025 |
| b) | ई-निविदा दस्तावेज यवतुित अितम तारीख एव समय | 02-04-2025 15:00 बज तक (Online) |
| c) | ई-निविदा दस्तावेज को खोला जाना | 02-04-2025 15:30 बज (Online) |
| d) | अनुमानित ानावदा कक ककमत | Rs. 30,28,712/- (All Inclusive) |
| e) | धराहर रांश (ईएमडी) # | Rs. 60,600/-. |

मात्रा विभाज्य नहीं है और मात्रा का विभाजन लागू नहीं है।

निविदा दस्तावेज और ईएमडी कक लागत म्छू ट के िलए, खड 6.4 अयाय 6 पढ़ा।

नोट:- निविदा सूचना और निवदा दस्तावेज वेबसाइट www.railtelindia.com तथा e-Tendering Portal GeM Portal पर उपलब्ध रहगे जसे निवदाकता डाउनलोड कर सकते हऽ लेकन निवदा के वल इ-ट्रडरग िारा e-Tendering portal GeM Portal पर ONLINE ही वीकार िक जाएगी. िनिवदाकता को E-निविदा जमा कराने के िलए GeM Portal से एक अधिकत इ-दस्तावेज डाउनलोड करना आवेयक है. Corrigendum /addendum /amendments संबिधत जानकारी के वल e-Tendering portal GeM Portal पर ही उपलब्ध हऽगी. जाएगी। रे लटेल कायालय से िनिवदा यलेख कक मुिपत यित नहऽ बेची जाएगी। बोलीदाता तैयारी, बोली कक तैयारी/यवतुित/ भागीदारी से सबिधत सभी लागतऽ को वहन करे गा। रे लटेल िकसी भी तरह से आचरण या पारणाम कक उदासीनता से इन लागतऽ के िलए िजामेदार या उरदायी नहऽ होगा।

S/d
GM/TM/SC & BZA

E-TENDER No. GEM/2025/B/6049907 dated 12-03-2025

RailTel Corporation of India Limited invites open tender e-bids for the Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of Andhra Pradesh State as per specifications and Schedule of requirement.

| | | |
|----|------------------------------------------------|---------------------------------|
| a) | Opening date of Tender downloading | 12-03-2025 |
| b) | Last date and time of submission date of e-bid | 02-04-2025 up to 15:00 (Online) |
| c) | Opening of e-bid | 02-04-2025 @ 15:30 (Online) |
| d) | Approximate Cost of Tender | Rs. 30,28,712/- (All Inclusive) |
| e) | Earnest Money (EMD) # | Rs. 60,600/-. |

quantity is not divisible and Splitting of Quantity is Not Applicable

For exemption of cost of Tender Documents and EMD, read the Clause 6.4 Chapter 6.

नोट:- निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें www.railtelindia.com से या ई-टेंडरिंग पोर्टल जीईएम पोर्टल से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को ई-टेंडरिंग पोर्टल जीईएम पोर्टल से निविदा दस्तावेजों की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र/परिशिष्ट/संशोधन आदि केवल ई-निविदा पोर्टल पर पोस्ट की जाएगी। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। बोलीदाता बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से जुड़ी सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering Portal GeM Portal. For online bid submission the tenderer will have to download an official online copy of the tender documents from e-Tendering Portal GeM Portal. All future Information viz. corrigendum/ addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.

S/d
GM/TM/SC & BZA

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Chapter-I
Schedule of Requirement

Tender no: GEM/2025/B/6049907 dt 12-03-2025

Site Locations:

1. Supply and installation of 15 KVA DG Sets at OFC Masonry Huts (6 Nos) situated at Tenali, Narasaraopet, Vinukonda ,Markapur Road,Giddalur & Nandyal stations of Andhra Pradesh State
2. Supply and installation of 50 KVA DG Set at RailTel PoP at Viskhapatnam, Andhra Pradesh State

| S. No | DESCRIPTION OF ITEM | UNIT | QTY (in Nos.) | Unit Rate inclusive of loading/u nloading, freight & other charges (in Rs.) | GST @ 18% (in Rs.) | All inclusive Rate (AIR in Rs.) | Amount (AIR * Qty.) in Rs. |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|-----------------------------------------------------------------------------|--------------------|---------------------------------|----------------------------|
| 1 | Supply of 15 KVA Single Phase Air Cooled Diesel Generator Set (Silent type) as per Specification at different sites of Andhra Pradesh State listed at Consignee details | No. | 6 | | | | |
| 2 | Installation, Testing & Commissioning of 15 KVA Diesel Generator Set as per Specification for SOR 1 above | No | 6 | | | | |
| 3 | Supply of 50 KVA Water Cooled Diesel Generator Set (Silent type) as per Specification at RailTel PoP at Visakhapatnam, Andhra Pradesh State | No. | 1 | | | | |
| 4 | Installation, Testing & Commissioning of 50 KVA Diesel Generator Set as per Specification for SOR 3 above | No | 1 | | | | |
| Total Amount All Inclusive | | | | | | | |

Note:

- (i) **Rate and others shall be filled online in GeM portal only**
- (ii) Consignee address enclosed at 3.13, Chapter 3 Special Tender Conditions
- (iii) Evaluation shall be done based on the basis of lowest total value inclusive of all.

CHAPTER 2
BID DATA SHEET

| Reference | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------|----------------------------------------------------|---------------------------|-----|---------------------------|-----|--------|--|--|------|-------------|-----------|--|--|--|---|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|
| Tender Notice | Name of Stores/Work: Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of Andhra Pradesh State as per specifications and Schedule of requirement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 6.16, Chpater-6 | Validity of offer 60 days (Sixty days only) from the date of opening of tender. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 8.28, Chapter 8 | Warranty The materials are to be warranted for 36 months from date of Installation and Commissioning. Three Number of preventive maintenance visits shall be done in a year during the warranty period and as per technical specifications. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 3.2, Chapter 3 | Delivery Schedule/Completion period The supply and installation should be completed within 60 days from the date of issue of GeM Contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 3.3, Chapter 3 | Technical Eligibility Criteria The Bidder / OEM {themselves or through reseller(s), should have executed projects for supply and installation /commissioning of same or similar category products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria: (i) Single Order of at least 35% (i.e., Rs. 10,60,049) of estimated bid value; or (ii) Two Orders of at least 20% (i.e., Rs. 6,05,742) each of estimated bid value; or (iii) Three Orders of at least 15% (i.e., Rs. 4,54,307) each of estimated bid value. Satisfactory performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion. Offers not accompanied by copies of POs and work completion certificate (user certificate in the format of Form no.1) may be rejected. Meaning of Similar Work: Supply and installation of DG sets in any Government/State Government/PSU/Reputed Telco. The certificates from actual users/s have to be submitted for this purpose along with the bid. The certificates thus submitted should contain the following details: <table><tr><th>S N o</th><th>User Customer Name</th><th colspan="3">Signatory or Authorized contact person of the user</th><th>Model/Ty pe of equipmen t</th><th>qty</th><th>Period</th></tr><tr><th></th><th></th><th>Name</th><th>Contact No.</th><th>E-mail Id</th><th></th><th></th><th></th></tr><tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> Non-submission of any of the documents required for the due fulfilment of eligibility criteria as above may lead to rejection of the offer | S N o | User Customer Name | Signatory or Authorized contact person of the user | | | Model/Ty pe of equipmen t | qty | Period | | | Name | Contact No. | E-mail Id | | | | 1 | | | | | | | | 2 | | | | | | | |
| S N o | User Customer Name | Signatory or Authorized contact person of the user | | | Model/Ty pe of equipmen t | qty | Period | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Name | Contact No. | E-mail Id | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>(iv) In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).</p> |
| <p>Clause 3.4, Chapter 3</p> | <p>Financial Eligibility Criteria</p> <p>The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% (i.e., Rs. 45,43,068/-) of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.</p> <p>Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</p> <p>For Startups recognized by Department of Industrial Policy and Promotion DIPP: The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% (i.e., Rs. 15,14,356/-) of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested. Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</p> <p>(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).</p> |
| <p>Clause 7.2, Chapter 7</p> | <p>Purchaser's Right to Vary Quantities</p> <p>The purchaser reserves the right to increase the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.</p> |
| | <p>Earnest Money Deposit (EMD)/ Bid Security: Rs. 60,600/- through payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 33946516594, IFSC Code SBIN0020299, Bank Name: State Bank of India, Branch address: Veer Chambers, Ranga Reddy District, Begumpet – 500016. The Bid received without EMD will be summarily rejected.</p> <p>EMD/Bid security to be submitted by all tenderers, subject to the following exemptions:</p> |

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| Clause 6.4, Chapter 6 | <p>a. Tender cases of value up to Rs. 5 Lakhs.</p> <p>b. Micro and Small Enterprises (MSEs) registered under UDYAM Registration.</p> <p>c. Startups recognized by Department of Promotion of Industry and Internal Trade (DPIIT).</p> <p>Note 1: In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details and Bid Security Declaration</p> <p>Note 2: Firms registered with UDYAM certification or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) is exempted from submission of EMD. Firms claiming for the above exemptions under UDYAM certification or Startup have to submit supporting documents.</p> <p>UDYAM Certificate with category as Traders are not eligible for EMD exemption.</p> |
| Clause 3.14 Chapter 3 | Inspection as per clause 3.14 |
| Security Deposit / Performance Guarantee | Clause 6.5, Chapter 6 |
| Payment terms | Clause 7.4, Chapter 7 |
| Tender Notice | Last date of submission (online) Date:02-04-2025 Time: 15:00 Hrs. |
| Tender Notice | Date of opening of tender (online) Date:02-04-2025 Time: 15:30 Hrs. Public Online Tender Opening Event (TOE) through e-Tendering portal of GEM PORTAL. |

Chapter 3

SPECIAL TENDER CONDITIONS

3.1 The Tenderer shall quote Total all Inclusive Rate on C.I.P. destination basis clearly indicating the breakup of rates, applicable duties, and taxes, etc. as detailed in the offer form. Freight and Insurance charges have to be quoted for each State/UT of India.

3.2 Delivery Period/Delivery Schedule: -

The supply and installation should be completed within 60 days from the date of issue of GeM Contract.

3.3 Technical Eligibility Criteria-

The tenderer / OEM (thru themselves / resellers) should have executed project for supply and installation / commissioning of same or similar category products must have successfully completed any of the following, during last 03 years (i.e., current year and three previous financial years), as on opening of bid:

- (i) Single Order of at least 35% (i.e., Rs. 10,60,049) of estimated bid value; or
- (ii) Two Orders of at least 20% (i.e., Rs. 6,05,742) each of estimated bid value; or
- (iii) Three Orders of at least 15% (i.e., Rs. 4,54,307) each of estimated bid value.

Satisfactory performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

The certificates from actual users/s have to be submitted for this purpose along with the bid. The certificates thus submitted should contain the following details:

| S No | User Customer Name | Signatory or Authorized contact person of the user | | | Model/Type of equipment | qty | Period |
|------|--------------------|----------------------------------------------------|-------------|-----------|-------------------------|-----|--------|
| | | Name | Contact No. | E-mail Id | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |

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

(Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of

quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

3.4 Financial Eligibility Criteria: -

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% (i.e., Rs. 45,43,068/-) of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested.

Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

For Startups recognized by Department of Industrial Policy and Promotion DIPP: The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% (i.e., Rs. 15,14,356) of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be attested. Certificate from the concerned department / client or Audited Balance Sheet, Trading account and P&L duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

3.5 Bill passing and paying authority: Bill Passing Officer is GM/TM Respective Territory of Region & bill paying officer are Associated Finance of regions.

3.6 Deleted.

3.7 Discharge of tender: The purchaser reserves the right to discharge the tender in case Cartel is suspected or the tender/contract is not found to be advantageous/reasonable for RailTel.

3.8 Entry tax/toll tax: The tenderers should not merely quote Entry tax or Toll tax etc. extra as the rates quoted without specific rates will not be considered, and if the same becomes applicable, the same have to be borne by the suppliers. Therefore, if the tenderers desire to claim such charges, they should quote specific rate of tax or duty.

3.9 Firm to indicate make-model-brand offered, if any.

3.10 The tenderer shall submit a **notarized affidavit** on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-V. Non submission of an affidavit by the bidder shall result in 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 Eligibility Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

3.10.1 The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel

(RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the RailTel there under.

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

3.11 Bill Tracking System (BTS) Clause:

Vendors are advised to submit their bills through bill tracking system (<https://bts.rcil.gov.in/Home>) of RailTel for their payment.

3.12 Constitution of Firm and Power of Attorney:

- i. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- ii. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- iii. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- iv. In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- v. The duly notarized Power of Attorney shall be submitted in original as detailed at check list chapter 10 as per clause above.

Note:

- 1) The bidder is required to give acceptance of all the clauses of Tender document. Any deviation / non-acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM Portal only.
- 3) After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.

3.13 Consignee details:

- a. For 15 KVA DG Set are Tenali, Narasaraopet, Vinukonda ,Markapur Road,Giddalur & Nandyal of Andhra Pradesh State.
- b. For 50 KVA DG Set is RailTel PoP at Visakhapatnam of Andhra Pradesh State

| S. No. | Location | Consignee Address | Consignee Contact Details | |
|--------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|
| | | For 15 KVA DG Set | Name | Contact No |
| 1 | Tenali | RailTel Corporation of India Ltd, OFFICE OF SENIOR SECTION ENGINEER/TELECOM/TEL,5th no platform Side, NEAR RAILWAY HOSPITAL, TENALI, Andhra Pradesh -522201 | CH. VENU VISWANATH DY.MANAGER | 9391083781 |

| | | | | |
|--------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------|
| 2 | Narasaraopet | RailTel Corporation of India Ltd, Narasaraopet Railway station, Narasaraopet , PALNADU District, Andhra Pradesh - 522601. | R HANUMANTH RAO | 9866668638 |
| 3 | Vinukonda | RailTel Corporation of India Ltd, Vinukonda Railway station, Vinukonda , Palnadu District, Andhra Pradesh - 522647. | Sk. Mastan vali | 9885520114 |
| 4 | Markapur Road | RailTel Corporation of India Ltd, Markapur Road Railway station, Markapur Road , Prakasam District, Andhra Pradesh - 523317. | Sk. MOHAMMAD RABI | 9989930083 |
| 5 | Giddalur | RailTel Corporation of India Ltd, Giddalur Railway station, Giddalur , Prakasam District, Andhra Pradesh - 523357. | Sk. MOHAMMAD RABI | 9989930083 |
| 6 | Nandyal | RailTel Corporation of India Ltd, Nandyal Railway station, Nandyal , Kurnool District, Andhra Pradesh - 518501. | Sk. MOHAMMAD RABI | 9989930083 |
| For 50 KVA DG Set | | | | |
| 7 | Visakhapatnam | RailTel Corporation of India Ltd, DRM OFFICE COMPOUND, DONDAPARTHY JN, VISAKHAPATNAM -530004 | Shri K.S.L.Apparao, Manager | 9701729933 9494535100 |

3.14 Pre-Despatch Inspection:

- i. The supplier/manufacturer shall send inspection call letter when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's premises by the Inspecting Authority.
- ii. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- iii. In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be born by manufacturer's / supplier's account/cost.
- iv. Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority/RailTel at the firm's premises/Govt. approved Test labs. The inspection shall be conducted by the inspection authority as per required test procedures/ test plan for ensuring that the material offered meets the required specifications.
- v. The Inspection shall be carried out as per the specifications at OEM premises. The supplier shall make available for inspection all types of equipment's in sufficient number so as to create test set up for carrying out various tests as per the approved test plan and test set up. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

- vi. The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in fool proof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- vii. Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.
- viii. RailTel reserves the right to cancel pre dispatch inspection and opt for consignee inspection after receipt of material.
- ix. **Final Inspection:** at the consignee end

3.15 Insurance:

- i. The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work/supplies already done or kept for the use in the balance portion of the work/supplies until such material are provisionally handed over to RailTel. The contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- ii. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the item/equipment are handed over to the purchaser and I&C of the same.

3.16 Liquidated damages: @0.5% per week or part thereof (with a maximum ceiling of 10% of the order value), shall be applicable if the delivery is not affected within the stipulated delivery period/completion period

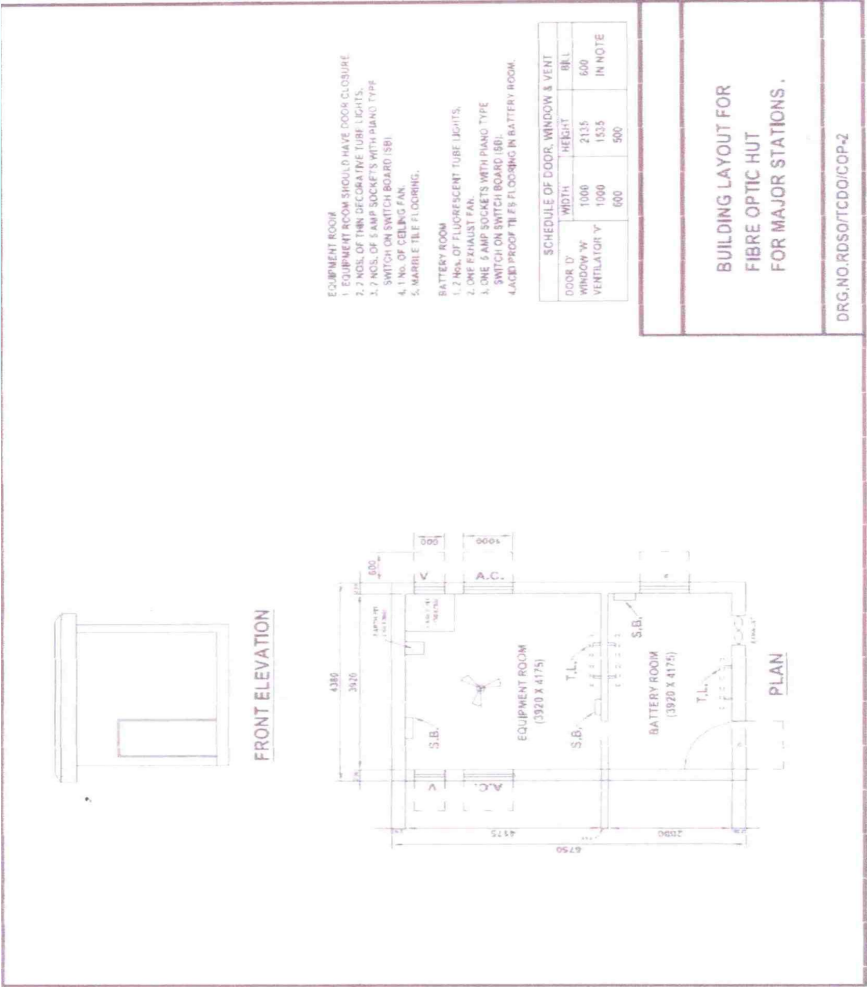
3.17 In case of any contradiction between GeM Bid and Additional Terms & Conditions, RailTel's Terms & Conditions mentioned in the tender document will prevail as final.

3.18 This tender is not specific to any make/brand. If mentioned by oversight, may be treated as void and not applicable.

Chapter -4

(i) Drawing & Specifications

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(ii) **SPECIFICATIONS FOR 15 KVA DG SET****SPECIFICATION FOR 15 KVA SINGLE PHASE AIR-COOLED DIESEL GENERATOR (SILENT TYPE) FOR OPTICAL FIBER EQUIPMENT****1.1 Purpose**

The purpose of this document is to provide specification for 15 KVA single-phase Air-cooled diesel generator set (silent type) as an alternate power supply, proposed to be used for RailTel's STM-16/64 broadband unmanned telecommunication network installation.

1.2 STRUCTURE

The Diesel Generator set complete shall comprise of Diesel engine, Alternator and AMF Panel conforming to specifications for 15 KVA ratings as given below. Diesel engine and Alternator shall be close coupled or provided with flexible coupling and mounted on a base plate of robust construction. DG sets shall meet the requirements of environmental (protection) rules 1986 as laid down by Ministry of Environment & Forests read with GSR 371 (E) dated 17.02.02, GSR 520 (E) dated 01.07.03 and G.S.R. 215 (E), dated 15th March, 2011 under the Environment (Protection) Act, 1986) (as amended from time to time) in respect of emission norms for the Engine and in respect of noise level for the DG sets. All engines will generally conform to IS 10000/BS649/BS5514.

1.2.1 The tenderer should submit a copy of type approval certificate from CPCB / MOE&F / Authorized Agency approved by CPCB or MOE&F for emission norms as quoted above.**1.3. Make of the components:**

Diesel Generator comprising of Diesel Engines & Alternators should be from the reputed manufactures

1.4 Specification for Alternator, Diesel Engine and AMF Control panel.**1.4.1 Alternator:**

The alternator shall be brush less type self excited and self regulated of 15 KVA rating in Single phase at 230 V, 50 Hz, 1500 RPM and shall conform to IS: 13364 (Part 1) 1992. The alternators shall be screen-protected drip proof with IP 21 degree of protection as per IS: 4691/85.

1.4.2 Diesel Engine:

The Diesel engine shall be Air-cooled, electric start developing required BHP at 1500 RPM with **Class A-2 governing** for alternator to deliver 15 KVA output continuously at NTP conditions. The Diesel engine should be capable of providing 10% overload for one hour for every 11 hours continuous running at full load. The diesel engine shall conform to IS: 10000 / BS 649 or BS5514 series standards as applicable.

The diesel engine shall be complete with the following accessories:

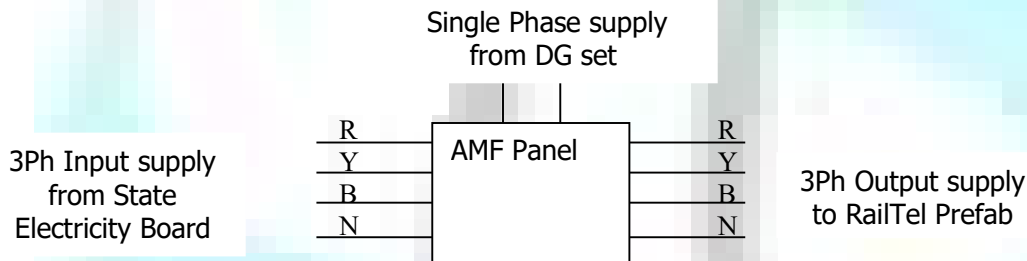
- a). Fuel tank with capacity for 24 hrs continuous running at full load.
- b). Safety controls to shut down the engine in the event of Low lube oil pressure or high cylinder head temperature.
- c). Exhaust silencer.
- d). 12V Starting system complete with charging alternator and cutout.
- e). Maintenance free batteries with suitable rating with connecting cables. The batteries shall be supplied in fully charged condition and shall conform to relevant IS.
- f). Standard set of Tools and spares for maintenance.
- g). The tenderer shall specify the fuel tank capacity, hourly consumption and minimum fuel level to be maintained.

1.5 AMF CONTROL PANEL (Micro Processor Based)

- 1.5.1 The panel provides automatic control for starting the generator set when a mains failure occurs.
- 1.5.2 It should be of sheet metal mounted on the frame and fitted in front of the door.
- 1.5.3 Control panel should be provided with the following Instruments:
- Voltmeter
 - Ammeter
 - Frequency meter
 - Hour meter
 - Pressure gauge
 - HWT/HCT
 - Battery Voltmeter
- 1.5.4 AMF control panel should be provided with the following Indication Lamps.
- Failure to start
 - Low lubricating oil pressure.
 - High cylinder head temperature alarm
 - Over speed.
 - Fuel Level low in main tank.
 - Generator emergency alarm.
- 1.5.5. AMF control should have the following Operational features: -
- Engine fault auto-shutdown and reset.
 - Mains sensing for over voltage and under voltage.
 - Generator set operating.
 - Load on generator
 - Load on Mains
 - Static Battery charger
 - Horn
- 1.5.6 AMF should also have following features: -
- It should be able to select the generators operating mode:
Off- Automatic- Manual and Test modes.
 - It should be able connect the generator's voltmeter across single phase & neutral.
 - It should be able to connect the frequency meter to check the diesel generator frequency.
- 1.5.7 AMF should contain Pushbuttons for the following features: -
- Emergency shutdown --Red Button.
 - MCB to protect Alternator and Mains supply.
- 1.5.8 Following equipment will be fitted inside the AMF cabinet:
- 10A rated current static battery charger for automatic static battery recharge.
 - Voltage relay to control the mains line; the voltage threshold should be adjustable.
 - Device for Automatic Generator Start up when AC Mains supply falls below a preset level. The starter circuit allows no. of start, when motor is locked in the fail to start mode.
 - Two electrically and mechanically combined relays for diverting the load from mains to generator and vice versa. During the generator starting sequence, the load is connected to the generator only after the generator voltage is stabilized at the rated setting.
 - In case of AC main supply failure continues for more than four hours, and then DG set shall be switched off automatically. If AC main failure continues for a further period of 2 hours, the DG set will restart again.
- 1.6.0 Device for automatic shutdown of the generator if the following fault occurs & give audible alarms.
- Lube Oil pressure low.
 - High Cylinder Temperature.
 - Over speed.

- Fuel level below minimum specified level in main tank.
- 1.6.1. Each of the above emergency situations triggers a visual alarm and keeps the diesel generator out of service until the control circuit is re-established manually.
- 1.6.2. Current transformer connected to phase of the unit's line.
- 1.6.3. The panel should have outputs for remote contacts for the following signals:
 - Mains voltage out of limits.
 - Failure to start
 - Low lube oil pressure.
 - High cylinder head temperature.
 - Over speed.
 - Fuel level low in main tank.
- 1.6.4. The panel should be fixed with input and output terminals. For identification – non-insulating stickers will be provided.

Note: DG set is 15KVA single phase and Wiring should be for 3Phase



(iii) TECHNICAL SPECIFICATIONS FOR ACCOUSTIC ENCLOSURE

- 1.0 **Introduction**
- 1.1 The acoustic enclosure shall be of modular construction with provision to assemble and dismantle easily. The proposed enclosure offered should have the approval of the Diesel engine manufacturer. The complete enclosure along with DG set should have the statutory approval of CPCB / MOE&F. A copy of the same should be enclosed. It should have the following features:
-
- 2.0 **Exhaust System**
- 2.1 The exhaust gas should be taken out through a suitable flexible pipe to prevent any back pressure on the engine.
- 2.2 The residential silencer should be mounted inside the canopy.
- 2.3 The exhaust system should include exhaust pipe suitably supported.
- 2.4 **Thermal insulation**
- 2.4.1 The exhaust system and noise suppressor should be provided with thermal insulation to prevent excess heat radiation on the engine and safe for operator.
- 3.0 **Noise Suppressor (Silencer)**
- 3.1 Absorption type Non Resistance Residential Silencer should be provided to suppress exhaust noise from the engine.
- 4.0 **Surface Treatment – Painting**
- 4.1 The enclosure surface should be suitably treated for Degreasing, Derusting and phosphating. High quality powder quoting coating process as prevalent in the Industrial Practice shall be ensured.

- 5.0 Vibration insulation
- 5.1 The engine and alternator shall be mounted on Anti-Vibration mounting pads to eliminate engine vibration.
- 6.0 Dimensions (LxBxH) should be suitable to house the AMF panel inside the enclosure.
- 7.0 All other requirements that are essential to make the DG set compliant to CPCB norms for noise reduction shall form part of the technical requirement. A copy of approval from CPCB for the acoustic enclosure should be enclosed.
- 8.0 CONSTRUCTION DETAILS
- 8.1 The structure should be fabricated using CRCA sheets 1.6 mm thick outer skins and steel members.
- 8.2 Base:**
- 8.2.1 The enclosure integral with base frame should be of direct mountable type on the foundation.
- 8.3 Doors:**
- 8.3.1 Doors should be fabricated from MS CRCA 1.6 mm thick. Air tight with neoprene rubber gasket and heavy-duty spring loaded locks.
- 8.4 Grouting
- 8.4.1 Acoustic enclosure should be designed in such a way that no grouting is required on the ground, only level surface capable of withstanding the load may be provided.
- 8.5 Acoustic Insulation:**
- 8.5.1 Insulation material properly clamped should be provided on all doors, roof and sides to absorb noise.
- 8.5.2 Sound attenuators / downstream silencers (Side louvers) should be provided at all openings for air inlet / outlet to facilitate free airflow but to absorb sound resulting in extreme low noise level.
- 8.5.3 Detachable partitions, if required, are provided inside the enclosure to attain further noise attenuation of the engine..
- 8.5.4 The acoustic insulation should achieve reduction in noise levels as per latest CPCB norms. A copy of approval from CPCB for the acoustic enclosure should be enclosed.
- 8.6 Inspection window:**
- 8.6.1 A suitable glass window sealed with rubber gasket should be provided for viewing the metering the parameter of AMF Control Panel.
- 8.7 Ventilation:**
- 8.7.1 To provide a suitable forced air circulation and ventilation system to maintain safe operating temperatures inside the enclosure, requisite air circulation for engine aspiration combustion and cooling should be provided for, in the design of the enclosure.
- 9.0 BATTERY
- 12VDC battery assembly of suitable capacity complete with all necessary connecting leads and terminals from the reputed manufactures make should be provided.

10.0 BASE FRAME

The base frame should be formed base plate providing common bed for engine and alternator directly coupled together. The base plate with cross member would form the part of sheet metal canopy. The Base frame should have provision of grouting on foundation bolts. Provision should also be made on the base frame for lifting arrangement of the complete DG Set with Canopy.

11.0 FUEL TANK

11.1 Fuel Tank should be fabricated out of 14SWG CRCA MS sheet and is part of base frame. It should be duly painted and fitted with inlet and outlet connections, air vent etc. complete with:

- Fuel Level Indicator (Electrical)
- Filler Cap with lock.
- Drain Valve Plugged
- Spill return
- Feed connection to engine valve
- Braided pipe for fuel connections

AVM Pads

Adequate nos. from the reputed manufactures makes AVMs between engines / alternator and the base plate should be provided.

Note: Any materials/modifications required for satisfactory commissioning of DG set to be borne by contractor.

3. Technical specification of concrete foundation for DG set

3.1. Introduction

Foundation is one of the important factors affecting the successful operation of a Diesel Generating set. Improper foundation may result in alignment and vibration problems which may subsequently lead to failure of coupling, instruments of engine / alternator components. There are basically three functions of foundation.

- i. To support the weight of the entire generator set.
- ii. Maintain correct alignment between the engine and generator.
- iii. Absorb the vibration produced by the rotating and reciprocating masses.

3.2. Guidelines for designing and fabrication of base plates.

- The base frame should be rigid enough for the selected engine/ alternator combinations so that it will deflect during handling / operation of the set.
- The welded structure should be stress relieved after welding.
- The pad provided on base frame for engine / alternator resting should have plain machined surface.
- The machining should be done after complete fabrication /welding to avoid surface distortion. This is necessary to get good clamping of engine and alternator to avoid vibration on the base frame and to facilitate easy alignment.
- Provision should be made in the base frame for lifting of the set. Taper pads should be provided on the channel used for base frame.
- The foundation length and width should exceed the length and width of the generator set by a minimum of 1ft (0.305 M).

- The foundation depth should be sufficient to attain a minimum weight equal to the generator set's weight. To calculate the necessary foundation depth, the following formula: -

$$\text{Foundation Depth (ft)} = \frac{W}{150 \times B \times L}$$

$$(\text{m}) = \frac{W}{2400 \times B \times L}$$

Where W = Total net weight of generator (pound-kg).

150 = Density of Concrete (pounds per cubic foot)

2400 = Density of concrete (kilogram per cubic meter)

B = Foundation width (feet)-(meters)

L = Foundation length (feet)-(meters).

- When vibration isolation equipment is used, the floor depth required is that needed for structural support of the static load. If isolators are used, dynamic loads will be transmitted to the facility floor and the floor must be designed to support 125% of the generator set weight.

3.3 Guidelines for concrete foundation

While mounting the set on a concrete foundation, the bearing strength of the soil at the proposed site of installation should be determined. The table given below gives approximate safe bearing capacity of various materials. The foundation area must be large enough to support the weight of engine and foundation.

| S.No | Nature of Load Bearing Material | Safe Bearing capacity kg./ sqm |
|------|-------------------------------------------|--------------------------------|
| 1 | Hard Rock granite | 2,44,100-9,76,400 |
| 2 | Medium rock shell etc. | 97,900-1,46,400 |
| 3 | Hard pan | 78,100-97,900 |
| 4 | Soft rock | 48,800-58,900 |
| 5 | Hard clay | 39,000-48,800 |
| 6 | Gravel and coarse sand | 39,000-48,800 |
| 7 | Loose medium coarse & compacted fine sand | 29,300-39,000 |
| 8 | Medium clay | 19,500-39,000 |
| 9 | Loose fine sand | 9,750-39,500 |
| 10 | Soft clay | 9,750 |

- It is recommended that concrete foundation used for supporting the generator set base frame should be raised above the ground level by 30 cm. Approx. to facilitate easy servicing. For fixing the generator set base frame to the concrete foundation anchor bolts should be used. The threaded length of anchor bolt should protrude out of concrete by at least 35 mm to accommodate base frame and nut. The position of and nos. of anchor bolts is decided by the size of the DG set.
- 3.4. The proposed foundation design based on the above broad parameters may be submitted along with the offer.
- 3.5. Notwithstanding the above, actual foundation would be provided on site conditions/requirements.

4. Inspection of DG set.

4.1. Inspection of the DG set will be conducted as per clause no. 3.14 of Special Tender Conditions of Contract of tender document and also includes the following: -

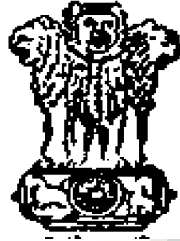
- The DG set will be checked for alignment before subjecting it to load tests.
- Voltage regulation test.
- Full load test for 3 hrs. at rated KVA, at UPF.
- 10% overload test for 1 hrs. after the full load test at UPF.

- (v) High Voltage test to be done as per IS 4722 i.e. 1.5 KV for 1 minute for single phase. In case these tests are to be repeated the same will be at 80% of the voltage as per IS 4722.
 - (vi) Insulation resistance tests- the insulation resistance shall be measured with a DC Voltage of about 500V applied for a sufficient time for the reading of the indicator to become steady. The insulation resistance will be not less than 1 mega ohm if measured after the application of high voltage test.
 - (vii) Checking for the trouble free starting and oil leakages.
 - (viii) The sets do not vibrate during the load running test with the base kept free, the base not bolted to any structure of foundation.
 - (ix) High voltage and insulation resistance test should be conducted on alternator as well as control panel after the load tests.
 - (x) The control panel will be checked for functional requirement and completeness as per detailed specifications.
 - (xi) The tenders shall show the performance of the DG sets with the load available with the consignee during final inspection at the consignees end.
- 4.2. Inspection schedule should be submitted taking in to account the above broad parameters.

Technical specification for provision of earth

1. Introduction

The earthing arrangement is required to provide one earth for DG set & other earth for AC supply. The earth resistance should be less than 1 ohm.



CODE OF PRACTICE
FOR
EARTHING AND BONDING SYSTEM
FOR SIGNALLING EQUIPMENTS

RDSO SPECIFICATION NO. RDSO/SPN/197/2008

SIGNAL DIRECTORATE
RESEARCH, DESIGNS & STANDARDS ORGANISATION
LUCKNOW – 226011.

CODE OF PRACTICE FOR EARTHING AND BONDING SYSTEM

1. Scope

This document covers earthing & bonding system to be adopted for signaling equipment with solid state components which are more susceptible to damage due to surges, transients and over voltages being encountered in the system due to lightning, sub-station switching etc. These signaling equipments include Electronic Interlocking, Integrated Power supply equipment, Digital Axle counter, Data logger etc.

2. References

| | |
|-------------|-------------------------------------------------------------------------------------|
| IS 3043 | <i>Code of practice for earthing.</i> |
| ANSI/UL 467 | <i>Grounding & bonding equipment.</i> |
| IEEE 80 | <i>IEEE guide for Safety in AC sub-station grounding.</i> |
| IEEE 837 | <i>Standard for qualifying permanent connections used in sub-station grounding.</i> |
| IEC 62305 | <i>Protection against lightning.</i> |

3. Importance of Earthing

The installation and maintenance of an effective low resistance earthing system is essential due to the following -

- Efficiently dissipate heavy fault currents and electrical surges, both in magnitude and duration, to protect equipment being damaged so as to minimize down time, service interruption and replacement cost.
- Provide a stable reference for electrical and RF circuits at the installation to minimize noise during normal operation.
- Protection of personnel who work within the area from dangerous electric shock caused due to “step potential” or “touch potential”.

4. Characteristics of good Earthing system

- Excellent electrical conductivity
 - Low resistance and electrical impedance.
 - Conductors of sufficient dimensions capable of withstanding high fault currents with no evidence of fusing or mechanical deterioration.
 - Lower earth resistance ensures that energy is dissipated into the ground in the safest possible manner.
 - Lower the earth circuit impedance, the more likely that high frequency lightning impulses will flow through the ground electrode path, in preference to any other path.
- High corrosion resistance

The choice of the material for grounding conductors, electrodes and connections is vital as most of the grounding system will be buried in the earth mass for many years. Copper is by far the most common material used. In addition to its inherent high conductivity, copper is usually cathodic with respect to other metals in association with grounding sites, which means that it is less likely to corrode in most environments.
- Mechanically robust and reliable.

5. Location for Earth

- Low lying areas close to the building or equipment are good for locating Earth Electrodes.
- The location can be close to any existing water bodies or water points but not naturally well-drained.
- Dry sand, lime stone, granite and any stony ground should be avoided.

- Earthing electrode should not be installed on high bank or made-up soil.

6. Acceptable Earth Resistance value

The acceptable Earth Resistance at earth bus bar shall not be more than 1 ohm.

7. Components of Earthing & Bonding system

The components of Earthing & Bonding system are-

Earth electrode, Earth enhancement material, Earth pit, Equi-potential earth busbar, connecting cable & tape/strip and all other associated accessories.

8. Design of Earthing & Bonding system

8.1 Earth Electrode

- The earth electrode shall be made of high tensile low carbon steel circular rods, molecularly bonded with copper on outer surface to meet the requirements of Underwriters Laboratories (UL) 467-2007 or latest. Such copper bonded steel cord rod is preferred due to its overall combination of strength, corrosion resistance, low resistance path to earth and cost effectiveness.
- The earth electrode shall be UL listed and of minimum 17.0mm diameter and minimum 3.0mtrs long.
- The minimum copper bonding thickness shall be of 250 microns.
- Marking: UL marking, Manufacturer's name or trade name, length, diameter, catalogue number must be punched on every earth electrode.
- Earth electrode can be visually inspected, checked for dimensions and thickness of copper coating using micron gauge. The supplier shall arrange for such inspection at the time of supply, if so desired.

8.2 Earth Enhancement material

Earth enhancement material is a superior conductive material that improves earthing effectiveness, especially in areas of poor conductivity (rocky ground, areas of moisture variation, sandy soils etc.). It improves conductivity of the earth electrode and ground contact area. It shall have following characteristics-

- Shall mainly consist of Graphite and Portland cement. Bentonite content shall be negligible.
- Shall have high conductivity, improves earth's absorbing power and humidity retention capability.
- Shall be non-corrosive in nature having low water solubility but highly hygroscopic.
- Shall have resistivity of less than 0.2 ohms-meters. Resistivity shall be tested by making a 20cm. cube of the material and checking resistance of the cube at the ends. The supplier shall arrange for such testing at the time of supply, if so desired. Necessary certificate from National/ International lab for the resistivity shall also be submitted.
- Shall be suitable for installation in dry form or in a slurry form.
- Shall not depend on the continuous presence of water to maintain its conductivity.
- Shall be permanent & maintenance free and in its "set form", maintains constant earth resistance with time.
- Shall be thermally stable between -10 °C to + 60 °C ambient temperatures.
- Shall not dissolve, decompose or leach out with time.
- shall not require periodic charging treatment nor replacement and maintenance.
- Shall be suitable for any kind of electrode and all kinds of soils of different resistivity.
- Shall not pollute the soil or local water table and meets environmental friendly requirements for landfill.
- Shall not be explosive.
- Shall not cause burns, irritation to eye, skin etc.
- Marking: The Earth enhancement material shall be supplied in sealed, moisture proof bags. These bags shall be marked with Manufacturer's name or trade name, quantity etc.

8.3 Backfill material

The excavated soil is suitable as a backfill but should be sieved to remove any large stones and placed around the electrode taking care to ensure that it is well compacted. Material like sand, salt, coke breeze, cinders and ash shall not be used because of its acidic and corrosive nature.

8.4 Earth Pit

8.4.1 Construction of unit earth pit: Refer typical installation drawing.

- A hole of 100mm to 125mm dia shall be augured /dug to a depth of about 2.8 meters.
- The earth electrode shall be placed into this hole.
- It will be penetrated into the soil by gently driving on the top of the rod. Here natural soil is assumed to be available at the bottom of the electrode so that min. 150 mm of the electrode shall be inserted in the natural soil.
- Earth enhancement material (minimum approx. 30-35 kg) shall be filled into the augured/dug hole in slurry form and allowed to set. After the material gets set, the diameter of the composite structure (earth electrode + earth enhancement material) shall be of minimum 100mm dia covering entire length of the hole.
- Remaining portion of the hole shall be covered by backfill soil, which is taken out during auguring /digging.
- A copper strip of 150mmX25mmX6mm shall be exothermically welded to main earth electrode for taking the connection to the main equipotential earth bus bar in the equipment room and to other earth pits, if any.
- Exothermic weld material shall be UL listed and tested as per provisions of IEEE 837 by NABL/ ILAC member labs.
- The main earth pit shall be located as near to the main equipotential earth bus bar in the equipment room as possible.

8.4.2 Construction of loop Earth by providing multiple earth pits

- At certain locations, it may not be possible to achieve earth resistance of $\leq 1\Omega$ with three earth electrodes /pits due to higher soil resistivity. In such cases, provision of loop earth consisting of more than one earth pit shall be done. The number of pits required shall be decided based on the resistance achieved for the earth pits already installed. The procedure mentioned above for one earth pit shall be repeated for other earth pits.
- The distance between two successive earth electrodes shall be min. 3mtrs and max. upto twice the length of the earth electrode i.e. 6 mtrs. approx.
- These earth pits shall then be inter linked using 25X2 mm. copper tape to form a loop using exothermic welding technique.
- The interconnecting tape shall be buried at depth not less than 500mm below the ground level. This interconnecting tape shall also be covered with earth enhancing compound.
- Main Equipotential Earth Busbar (MEEB) of size 300X25X6 mm copper strip shall be installed to the wall of prefab/room on suitable insulators.
- For connecting earth pit and Main Equipotential Earth Busbar (MEEB) 16 Sq.mm dia multi-strand single core PVC insulated copper cable with suitable copper lugs and stainless steel nuts and bolts shall be used. This cable shall be protected with GI pipe with clamping while entering into the prefab.
- The MEEBs shall have pre-drilled holes of suitable size for termination of bonding conductors. The MEEBs shall be insulated from the building walls. Each MEEB shall be installed on the wall with low voltage insulator spacers of height 60mm. The insulators used shall have suitable insulating and fire resistant properties for this

application. The MEEBs shall be installed at the height of 0.5m from the room floor surface for ease of installation & maintenance. All terminations on the MEEBs shall be by using copper lugs with spring washers.

1.4.3 Measurement of Earth resistance

The earth resistance shall be measured at the Main Equi-potential Earth Busbar (MEEB) with all the earth pits interconnected using Fall of Potential method as per Para 37 of IS: 3043.

1.4.4 Inspection Chamber

- A 300X300X300 mm (inside dimension) concrete box with smooth cement plaster finish shall be provided on the top of the pit. A concrete lid, painted black, approx. 50 mm. thick with pulling hooks, shall be provided to cover the earth pit.
- Care shall be taken regarding level of the floor surrounding the earth so that the connector is not too deep in the masonry or projecting out of it.
- On backside of the cover, date of the testing and average resistance value shall be written with yellow paint on black background.

8.5 Equipotential Earth Busbar and its connection to equipments & Surge protection devices in the Equipment room: Refer typical bonding connections drawing no.SDO/RDSO/E&B/002.

8.5.1 Equi-potential earth busbars

There shall be one equi-potential earth busbar for each of the equipment room i.e. IPS/Battery charger room and EI/Relay room. The equi-potential earth busbars located in individual rooms shall be termed as Sub equi-potential busbars (SEEB). The equi-potential earth busbar located in the IPS /Battery charger room and directly connected to Class 'B' SPDs and the main earth pit shall be termed as Main equi-potential earth busbar (MEEB).

The EEBs shall have pre-drilled holes of suitable size for termination of bonding conductors. The EEBs shall be insulated from the building walls. Each EEB shall be installed on the wall with low voltage insulator spacers of height 60mm. The insulators used shall have suitable insulating and fire-resistant properties for this application. The EEBs shall be installed at the height of 0.5m from the room floor surface for ease of installation & maintenance. All terminations on the EEBs shall be by using copper lugs with spring washers.

8.5.2 Bonding Connections

To minimize the effect of circulating earth loops and to provide equi-potential bonding, "star type" bonding connection is required. As such, each of the SEEBs installed in the rooms shall be directly connected to MEEB using bonding conductors. Also, equipment/racks in the room shall be directly connected to its SEEB. The bonding conductors shall be bonded to their respective lugs by exothermic welding.

8.5.3 All connections i.e. routing of bonding conductors from equipments to SEEB & from SEEBs to MEEB shall be as short and as direct as possible with min. bends and separated from other wiring. However, connection from SPD to MEEB shall be as short as possible and preferably without any bend.

8.5.4 Materials and dimensions of bonding components for connection of individual equipments with equipotential bus bar and earth electrode shall be as given below.

| Component/Bonding | Material | Size |
|-----------------------------------------|----------|--------------------|
| Main equipotential earth busbar (MEEB). | Copper | 300X25X6 mm (min.) |
| Sub equipotential earth busbar (SEEB). | Copper | 150X25X6 mm (min.) |

| | | |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------|
| Individual equipments to SEEB using copper lugs with stainless steel nut and bolts. | Multi-strand single core PVC insulated copper cable as per IS:694 | 10 Sq.mm |
| SEEB to MEEB using copper lugs with stainless steel nut and bolts. | Multi-strand single core PVC insulated copper cable as per IS:694 | 16 Sq.mm |
| Surge protection devices (SPD) to MEEB using copper lugs with stainless steel nut and bolts. | Multi-strand single core PVC insulated copper cable as per IS:694 | 16 Sq.mm |
| MEEB to main earth electrode. | Multi-strand single core PVC insulated copper cable as per IS:694 (Duplicated) | 35 Sq.mm |
| Main earth pit to other earth pit in case of loop earth. | Copper tape | 25X2 mm |

9. Drawing of earthing & bonding system

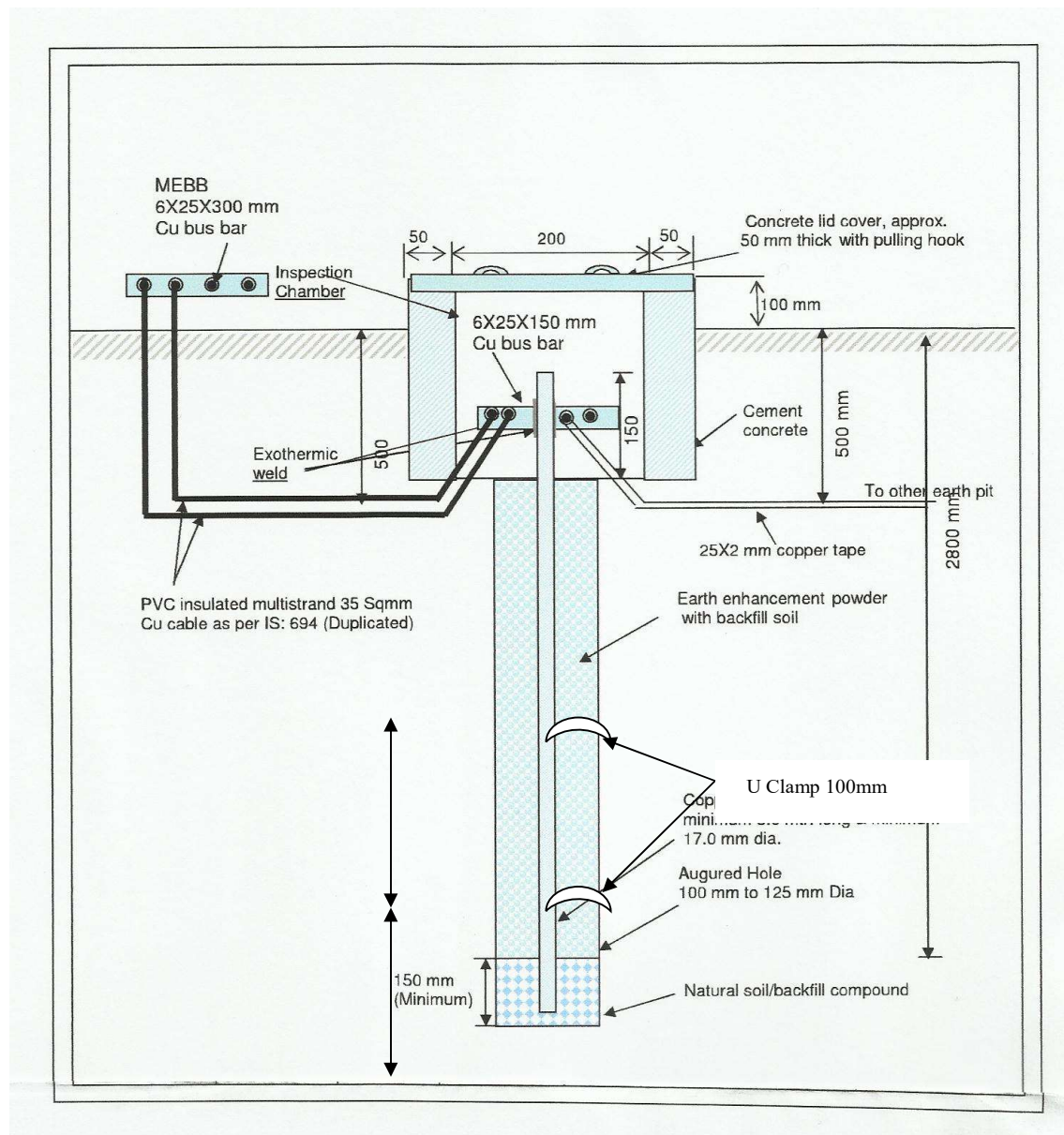
The complete layout with dimensions of the earthing & bonding system shall be submitted by the supplier after commissioning.

10. Warranty

The supplier shall be responsible for complete supply, installation & commissioning of the earthing & bonding system. The warranty of such system shall be 12 months from date of commissioning. During this period, any failure of earthing system due to improper materials & bad workmanship shall be attended free of cost by the supplier.

11. Maintenance of earthing & bonding system

The maintenance schedule should cover verification of earthing system conductors and components, verification of electrical continuity, measurement of earth resistance, re-fastening of components and conductors etc.



SPECIFICATION FOR CABLE LAYING

Specification for High Tension and Low Tension underground cables and cable trenches, cable laying etc.

1. SCOPE: This specification covers supply of low tension and high tension underground cables and laying of cables in the cable trenches running of cables along the structures, wall, steel frame work, trusses, etc. with connected materials indicators etc.

2. LT UG CABLE:

2.1: power cables shall be suitable for 440/435 V 3 phase with neutral earthed system and for heavy duty use.

2.2: The cable shall be of 1100 Volts grade, 4 core, PVC insulated and PVC sheathed, aluminum conduct red, cores laid up, surrounded by comma covering inner sheath applied either by extrusion or by wrapping of a filling material containing un vulcanized rubber or thermo-plastic material applied with Proofed or plastic tape and armored with galvanized steel round wire flat strip and outer sheathing with PVC.

2.3: The conductors shall be of stranded aluminum wires, sizes conforming to class-2 of table 13 of IS – 8130/76 or latest.

2.4: The PVC insulated and PVC sheathed LTUG cables shall conform to IS-1554 (Part I)/1976 or latest.

3. CABLE TRENCHES (ORDINARY):

Excavation of cable trenches of different sizes in all types of soils. The bottom of trench is leveled freed from stones, and sharp edges of rock. A layer of 10 cms thick sand is laid at the bottom of trench after laying the cable, it is covered once again with 10cms thick sand and covered with well burnt country bricks at the rate of 9 to 10 bricks per meter depending upon width of brick for each cable without leaving any gap between so as to prevent damages to the cables due to crow bars etc.(during any excavation at a later date) and one brick to be placed in between the cables at every one meter of regular interval and duly filling the trench with earth after positioning the cable markers ramming well in stages to bring the surface in level with original surface.

If two separate feeders are to be laid in the same trench horizontal interval spacing is advisable in order to reduce the effect of mutual heating and also to ensure a fault occurring on the cable will not damage the adjacent one.

If single core cables are used for forming a three phase circuit, the three cables are laid in triangular formation (trefoil).

The sizes and cable trench details are shown in the drawing No. RailTel/SR/SC/Power Cable/2/2004.

4. ROAD CROSSING: Cutting of roads, excavation of the cable trench of different sizes and laying of RCC Hume pipes and jointed with collars in an approved manner. The pipes are required to be laid so as to keep the cable at one metre below the ground level. The pipes shall be extended up to 2 meters on either side of the road, measured from the edge of the road. The pipes shall be positioned so as to maintain a slope of about 1 in 30, to allow drainage of seepage water. No bricks or sand are required to be placed at such places. A number of pipes are laid for number of cables, if are required to be laid. The cable trench can be closed with the excavated earth and ramming well in stages to bring the surface in level with the original and making the road as earlier.

The cable can be drawn through pipes without disturbing the traffic when once the above arrangement is made.

The cable markers can be placed on either side of the road so as to identify the cable route. The sizes and road crossing details are shown in the Dwg .No. RailTel/SR/SC/Power Cable/2/2004 enclosed.

5. Track crossings: Removing of existing ballast, excavation of the cable trench of different sizes under the track and laying of RCC Hume pipes and joined with collers in and approved manner. The pipes are required to be laid so as to keep the cable at minimum one meter below the track or formation level. The pipes shall be laid up to the railway boundary at both ends or up to the point as prescribed by the Railway. The pipes used shall be of long lengths and the pipes shall be positioned so as to maintain a slope of about 1 in 30 to allow drainage or seepage water. No bricks or sand are required to be placed at such places. A number pipes are laid for number of cables if are required to be laid. The cable trench can be closed with the excavated earth and ramming well in stages to bring the formation/cutting as per the original and replacing the removed ballast as earlier.

The cables can be drawn through pipes without disturbing the traffic, when once the above arrangement is made.

The cables markers can be placed on either side of the track at a convenient place so as to identify the cable route.

The size and the track crossing details are shown in the Dwg No./SR/SC/Power Cable/2/2004 enclosed.

6. Laying of cables on Racks and Cleats:

Inside buildings, workshops, sheds, sub-stations etc. it is sometimes necessary to lay the cables on racks or brackets, spaced at regular intervals or sometimes they are required to be clamped/cleated directly on the walls/trusses/beams or M.S. structures fixed on walls.

The cables are laid direct upon trays with or without spacers sometimes instead of using metal trays the cables are required to be supported and clamped on brackets spaced at such regular intervals so as to prevent under sag.

For horizontal runs, brackets or supports made from angle iron are grouted in the walls and they are arranged in a single place when only a few cables are involved. When large numbers of cables have to be laid over the same route the brackets are fixed as per formation.

For horizontal run of one or two cables can be clamped /cleated directly on walls beams preferably with the non-magnetic materials like aluminum, wood etc. For vertical runs, the cables are clamped/cleated on walls/columns or on MS flats or on angle irons fixed on walls and they are required to be spaced at such intervals so as to prevent buckling of cables and creep age of load.

All steel work shall be painted with two coat of Red Oxide and finished with suitable colour anti corrosive paints.

7. Cables along with structures:

The GI pipes shall be fastened to the structures up to 2.5 mtr. From ground level by suitable MS clamps at an interval of not more than one meter with suitable bolts, nuts, washers, etc. the cable shall be drawn through the GI pipe. Both the ends of GI pipe shall have a PVC/Wooden bushes to avoid abrasion to the cable. in addition the top end shall be sealed with cable compound to arrest ingress of rain water.

The cable shall be run above pipe level up to cable termination end through suitable teak wood cleats duly clamped to the structure by suitable clamps, bolts, nuts, washers, etc.

8. Cable laying in the masonry trench:

Inside the substations, repair sheds, work shops etc. suitable sizes of masonry trenches will be constructed by the Railways.

The cable shall be laid in the trenches and covered with RCC slabs/MS sheet/Aluminium chequered plates as per the schedule and instructions of Engineer at site.

9. Bends: the cable trench shall be straight as far as possible without bends and at places where obstacles are encountered, there shall be no abrupt bends or sharp, corners, such bends if unavoidable, the cable shall be laid with minimum bend as per following specification.

9.1: Bending radius for PVC cables while installing/ laying PVC cables the following minimum bending radius should be observed in order that the cables, especially insulation may not undergo damage.

For 1.1 KV cables:

- (a) Single core cables – $15 \times D$ (where D is the overall diameter of cable)
- (b) Multi core cables – $12 \times D$

9.2 Bending Radius for XLPE cables:

While installing/laying XLPE HT cables the following minimum bending radius should be observed so that the cable end especially the insulation is not damaged.

| Voltage Grade of cable | Recommended minimum bending radius |
|------------------------|----------------------------------------------------------------------------|
| a) Up to 11 KV | $15 \times D$ |
| b) Above 11 KV | $15 \times D$ for multicore cables $20 \times D$ for single core cables |

Where D – is overall diameter of cable.

10. Slope: The slope of the cable trench according to the formation of the land shall be made so as to keep the bend of the cable minimum as stated in item 10 above.

11. Looping of cable:

11.1 : the cable at the foot of the structures shall be looped to the lengths of 5 meter to allow for the future requirement the coil diameter shall be not less than minimum bending radius as stated in item 10 above. The excavation at structures shall be done suitably and covered with sand, bricks and earth as detailed under item 4 above.

11.2: At each end termination near the panel board a 5 meter loop shall be kept as an allowance and loop ring shall be formed circular and as recommended by the cable manufacturers.

12.0: Accessories/Materials:

12.1: Cable Route Indicators: Cast Iron Cable Indicators/markers manufactured as per the Dwg .No. RailTel/SR/SC/Cable Route Marker/3/2004 enclosed. The cable markers shall be positioned, fixed firm and cemented in a manner acceptable to the Engineer at site. The M.S. Item's shall be dipped in hot tar and dried before they are fixed. The cable marker shall be painted with 2 coats of red oxide, one coat before providing at site and another after positioning and cementing. The spacing of the markers shall be not more than 6 meter in straight runs.

12.2: Country Bricks:

12.2.1: GENERAL: Country bricks must free from cracks large chipped surfaces and broken corners stones and lumps inclusions of burnt kankar if of small extended may be permitted. The brick surface should be so hard as not to get scratched by the finger nail. Franchres surface should not have cava ties to any appreciable extent and the texture should be as even as possible. The country bricks when struck with a piece of steel should give a fairly ringing and not a dull earthy sound. It should not absorb more than 25% of its own dry weight of water. When dropped on ground from a height of 1 meter, it should not crack or break.

12.2.2: Quality and size: Country bricks may be slightly over burnt but not under burnt in any case. The Colour may be dull red or even reddish yellow, provided it is not due to under-burnt material and is

only a feature of the type of moldings clay used. The normal size of country brick should be 225mm x 115mm x 75mm. The size of the frog in the upper face should be same as per first or second class bricks.

12.3: Sand: the sand shall be preferably of river sand or as per the quality required by the Engineer at site. The sand shall be free from lumps of earth, clay, etc. and screened.

12.4: RCC Hume Pipes: RCC Hume pipes supplied shall be of size 150 mm internal dia and 210 mm external dia to the standard lengths. Necessary collars for joining the above pipes shall also be supplied. The pipes and collars shall be conforming to relevant latest ISS and same should be approved by the Engineer at site before laying in the trenches.

12.5: Clamps, bolts, etc: Clamps shall make out of Aluminum or M.S.Flat. The bolts used shall be of suitable dia and of sufficient lengths. One M.S.Hex nut and a check nut with one spring washer between two nos. of flat washers shall be used for tightening the bolts. The M.S.Clamps shall be painted with one coat of Red Oxide and 2 coats of Aluminum paint.

12.6: GI Pipes: the GI Pipes shall be of 'B' Class of 50 mm dia/100mm 3.4mm dia thickness to the standard lengths. Necessary collars bends etc. for joining the above pipes shall also be supplied. The pipes and accessories shall be conforming to relevant latest ISS and same should be approved by the Engineer at site before use.

12.7: HT Cable end boxes/kits to use with 11 KV earthed system XLPE Cables:

12.7.1: Out door end termination: the kit should essentially contain the following contents:

1. Required quantity of cable joining compound.
2. Required quantity of hardener
3. Plastic mould
4. Mould adhesive cum-solvent
5. Earth continuity connection
6. Stress grading paste
7. Self bonding insulating tape
8. Insulators
9. Copper binding wire
10. Aluminum Oxide tape
11. Nylon stringer cutting XLPE insulation
12. Polyester tape
13. Semi conducting self bonding tape
14. M.Seal (Fast setting)epoxy putty
15. Instruction sheet

12.7.2: Indoor end terminations: The kit should essentially contain the following contents.

1. Required quantity of cable jointing compound
2. Required quantity of hardener
3. Plastic mould
4. Mould adhesive cum solvent
5. M.Seal (fast settings)epoxy putty
6. Earth continuity connection
7. Stress grading paste
8. Self bonding insulating tape
9. Copper binding wire
10. Aluminum oxide tape
11. Nylon string for cutting XLPE insulation
12. Semi conducting self bonding tape
13. Instruction sheet

12.8:LT Cable end boxes/kits to use with 1.1 KV PVC Cables:

For indoor & outdoor end terminations: The kit should essential contain the following contents.

1. Required quantity of cable jointing compound
2. Required quantity of hardener
3. Plastic mould
4. Mould adhesive cum solvent
5. M.Seal(fast settings) epoxy putty
6. Earth continuity connection
7. Spacer
8. Instruction sheet

12.9: WP Junction Boxes: These shall be made out of MS Sheet iron with weather proof arrangements type with suitable terminals, locking arrangements knock out cable entry holes etc. The box shall be painted with one coat of red oxide and two coats of aluminum paint. These shall be made & provided as per the instructions of the Engineer at site.

12.10: Cable gland: The cable gland shall be of brass with fixing check nuts etc. The correct size of gland shall be used for the particular size of cable. The glands to be used should be approved by the Engineer at site.

12.11: (Cable jointing lugs): These shall be made of aluminum, crimping type (i.e. solder less) and bolted type and also shall have adequate current carrying capacity. The lugs to be used should be approved by the Engineer at site.

12.12: Cable markers for track crossings: These shall be made of cast iron the design shall be approved by the Railway. The following information shall be clearly marked on the marker.

- | | | |
|-------------------|---|-----------------------------------------------------------------|
| 1. Electric cable | : | Volts |
| 2. Number | : | Cables |
| 3. Danger | : | In English, Hindi and the vernacular of the Dist. |
| 4. Depth of cable | : | Below track level |
| 5. Depth of cable | : | Below ground level between the toc of bank and Railway fencing. |

12.13: Cable markers used where no. of feeders involved:

These shall be made of cast iron; the design shall be approved by the Rly. The following information shall be clearly marked on the marker.

- a) Electrical cables, volts (b) No. & sizes of cables
- c) Length of cable (d) origin & destination of cable.

13: General:

13.1: Test Certificates shall be produced for the cables supplied from the manufacturers:

13.2: Kit materials/accessories supplies should have approval of site Engineer before using the same.

13.3: The method of laying the cables shall be generally as indicated in Drg.No.SC. /SR/SC/Power Cable/2/2004.

13.4: The cable routes shall be actually measured at site and the requirement accessed before the supplies are affected. No joints in straight runs will be permitted. Measurement for cables will be taken as straight runs and from gland to gland. Covering of trenches shall be carried out only after measurements are taken and recorded. Insulation resistance tests shall be repeated after laying the cable and before the terminations are made in the presence of the Engineer-in charge at site.

13.5: While connecting the cables to OH Mains/switch panels the cable end boxes shall be used as per the directions of Engineer at site, required to be laid in existing trenches within the unit substations/shop

bays, the contractor shall ensure that this is done by removing the existing slabs and replacing the same after laying, duly cleaning the trench wherever warranted.

13.6: Wherever the cables enter or leave the buildings they shall be through walls in 150mm. Dia RCC pipes, GI pipes with collar as directed by the Engineer-in charge at site including civil works.

13.7: The cables shall be treated through RCC pipes at all road and rail line crossings and at all other service line crossings like drain pipes, sewage and water-mains as per instructions of the Engineer- in charge at site.

13.8: Where track crossings are involved in two cable markers shall be fixed at both ends of the underground crossing as directed by the Engineer at site.

13.9: Where we have to deal with No. of feeders like workshops, repair shops, sub-stations etc.

Approved type C.I Cable route indicators shall be grouted in concrete along the route of the cable at intervals of 50 metre in straight runs and at every diversion point and at every entry and exist points of buildings, sheds etc. These shall be used along with other types of cable markers as directed by the engineer at site.

13.10: All cables ends shall be provided with cable glands and each lead provided with crimped aluminum shoes of suitable sizes.

13.11: Any foundation drainage/walls/masonry structure will be remade with a good mason after passing the cable, by the contractor. Pipes will be provided by the contractor.

14: CABLE TERMINATIONS:

14.1: All the exposed cable runs in shop, floors, particularly being terminated on SDBs, Fuse boxes, shall be encased in a suitable size of GI Pipe and secured to the pillars/columns by means of clamps.

14.2: Termination of cables shall be carried out using approved crimping type “dowels: aluminum lugs and approved type of crimping tools.

14.3: The method of termination shall be as per the procedure laid down in the relevant manufacturer’s literature.

14.4: The prices quoted shall include all the necessary supply of materials such as glands, lugs, consumables etc.

14.5: Every piece of cable shall be tested before taking up the termination work and after completion of the same and the results of such tests shall be recorded.

14.6: All testing shall be carried out in the presence of the Engineer-in-charge at site.

NOTE: Any Required Drawings Can Be Obtained From RailTel Engineer In Charge

IV. SPECIFICATIONS FOR 50 KVA DG SET

TECHNICAL SPECIFICATION FOR 50 KVA Generator (Diesel)

1. Purpose

The purpose of this document is to provide specifications for Supply, Installation, Testing and Commissioning of 50 KVA Generator (Diesel) with associated equipment for RailTel Corporation of India Ltd., Visakhapatnam, Andhra Pradesh State.

1. Technical Specifications

| 50 KVA DG Set Specifications | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Capacity | 50KVA 3Phase Water Cooled DG Set |
| Make of components | Diesel Generator comprising of Diesel Engines & Alternators should be from the reputed manufactures |
| Alternator | Three phase at 240/415 Volt, 50 Hz, 1500 RPM and 0.8 power factor and shall conform to IS:13364 (Part 1):1992(reaffirmed 2003) (up to 20 KVA) or IS: 13364(Part2)/1992(reaffirmed 2003) (above 20KVA) |
| Diesel Engine: | Diesel Engine shall be water cooled as specified, electric start developing required B.H.P at 1500 RPM with ELECTRONIC GOVERNING |
| | i) Generator voltage and AC Mains voltage. |
| | ii) Current in each phase |
| | iii) Power Factor. |
| | iv) Frequency meter |
| | v) Energy meter |
| | vi) Three attempts engine start/engine cranking relay. |
| | vii) On -delay timer for load change over |
| | viii) On-delay timer for engine shut off |
| | ix) Over current /load relay. |
| | x) HOUR METER |
| | xi) PRESSURE GUAGE |
| | xii) HWT |
| | xiii) BATTERY VOLTMETER |
| | xiv) Analog Voltmeter |
| | xv) Analog ammeter to measure individual phase current |
| | b) Mode selector switch for setting the panel on any one position such as off or auto or manual or reset |
| | (c) Engine On-Off switch (Push button type) |
| | (d) MCCB of suitable rating shall be provided. |
| | (e) Rectangular aluminium bus bars (one number for each phase, neutral and Earthing Terminal) of adequate ratings duly colour coded with heat shrinkable PVC sleeves (depending upon kva). we are providing cables only for LKVA. For HKVA we can provide bus bars |
| | (f) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay |
| | (g) Under-voltage relay for mains. |
| | (f) Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay |
| | (g) Under-voltage relay for mains. |
| | (h) Battery charger complete with voltage regulator, float or booster selector switch, This will be in Addition to the battery charging alternator fitted on the engine. |

| | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (i) Instrument & Control Fuses. |
| | (j) Five number indicating lamps to indicate 'mains ON', 'load on mains', 'set Running', 'load on set' and 'battery charger on'. |
| | (k) Audio visual alarm for 'Low lubricating oil pressure', 'High water temperature', 'Start failure', 'Fuel low level in Main Tank', 'Generator emergency alarm' and 'DG over load'. |
| | (l) Any other switch, instrument, relay or contactor etc. essential for smooth and trouble free functioning of DG set with AMF panel. (To be specified by the tenderers in their offer with complete details of the item). |
| | <ul style="list-style-type: none"> • Engine fault auto-shutdown and reset. • Mains sensing for over voltage and under voltage. • Generator set operating. • Load on generator • Load on Mains • Static Battery charger • Horn <p>1.5.6 AMF should also have following features: -</p> <ul style="list-style-type: none"> • It should be able to select the generators operating mode: Off- Automatic- Manual and Test modes. • It should be able connect the generator's voltmeter across single phase & neutral. • It should be able to connect the frequency meter to check the diesel generator frequency. <p>1.5.7 AMF should contain Push buttons for the following features: -</p> <ul style="list-style-type: none"> • Emergency shutdown --Red Button. • MCB to protect Alternator and Mains supply. <p>1.5.8 Following equipment will be fitted inside the AMF cabinet:</p> <ul style="list-style-type: none"> • 10A rated current static battery charger for automatic static battery recharge. • Device for Automatic Generator Start up when AC Mains supply falls below a preset level. The starter circuit allows no. of start, when motor is locked in the fail to start mode. • Two electrically and mechanically combined relays for diverting the load from mains to generator and vice versa. During the generator starting sequence, the load is connected to the generator only after the generator voltage is stabilized at the rated setting. • DG set should start after predefined period in case of AC main supply failure.If AC supply failure continues for more than four hours, then DG set shall be switched off automatically. If AC main failure continues for a further period of 2 hours, the DG set will restart again. DG Run period and rest period should be configurable. <p>1.6.0 Device for automatic shutdown of the generator if the following fault occurs & gives audible alarms.</p> <ul style="list-style-type: none"> • Lube Oil pressure low. • High Water Temperature. • Over speed. • Fuel level below minimum specified level in main tank. <p>1.6.1. Each of the above emergency situations triggers a visual alarm and keeps the diesel generator out of service until the control circuit is re-established manually.</p> <p>1.6.2 Current transformer connected to phase of the unit's line.</p> <p>1.6.3 The panel should have potential free contact outputs for</p> |

| | |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | remote signalling for the following: <ul style="list-style-type: none"> • Mains voltage out of limits. • Failure to start • Low lube oil pressure. • Over speed. • Fuel level low in main tank |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3 . BATTERY

12 V/24V DC SMF battery assembly of suitable capacity complete with all necessary connecting leads and terminals from the reputed manufactures make should be provided.

4. BASE FRAME

The base frame should be formed base plate providing common bed for engine and alternator directly coupled together. The base plate with cross member would form the part of sheet metal canopy. The Base frame should have provision of grouting on foundation bolts. Provision should also be made on the base frame for lifting arrangement of the complete DG Set with Canopy.

1. FUEL TANK

Fuel Tank (minimum capacity 150 liters) should be fabricated out of 14SWG CRCA MS sheet and is part of base frame. It should be duly painted and fitted with inlet and outlet connections, air vent etc. complete with:

- Fuel Level Indicator (Electrical)
- Filler Cap with lock.
- Drain Valve Plugged
- Spill return
- Feed connection to engine valve
- Braided pipe for fuel connections
- Metal Funnel should be provided along with DG set.

2. AVM Pads

Adequate nos. from the reputed manufactures make AVMs between engine / alternator and the base plate, should be provided.

Note: Any materials/modifications required for satisfactory commissioning of DG set to be borne by the tenderer.

INSTALLATION AND COMMISSIONING OF DG SETS:

The responsibility for installing and commissioning of DG set shall be that of the firm. The firm shall complete installation within 2 months of receipt of DG set by the consignee.

The scope of installation and commissioning shall be as follows:

1. Foundation:

Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundations shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 600 mm i.e. 300 mm below and 300 mm above the ground level.

2. Cable:

Armored PVC sheathed Aluminum cable and its necessary laying and termination shall be done by firm. For 3-phase DG set, 3.5 core or higher core cables shall be used. The current rating of the cables shall be as per table below. Total length of the 3.5 core power cable shall be 100 meters/site (approximately) for DG set with AMF control panel its depending upon the requirement

| DG set rating | Phase | Sqmm | Core |
|---------------|-------|------|------|
| 50KVA | 3 | 50 | 4 |

3. Earthing:

Building suitable earthing station and necessary connections shall be done by firm. For 3 phase DG set, the total number of earthing pits/stations shall be 6 i.e. 3 for neutral and 3 for body-earthing.

4. Installation of Fuel tank, battery charging, and battery connection.
5. Unloading and placement of DG set on foundation.
6. First fill of lube oil and all filters shall be provided by the firm. The firm shall also provide 50 liters of Diesel for DG set during initial testing and commissioning.
7. The consumables provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the DG set with the available electrical load at site. The trial run shall be for ONE hour. The available electrical load shall be less than or equal to the rated capacity of the DG set.
8. Exhaust piping, extra civil work, distribution board shall be provided by the tender

Inspection of DG set.

1. Inspection of the DG set as per cl.no.3.14 of Special Tender Conditions will be conducted by RailTel/third party which includes the following: -
 - (i) The DG set will be checked for alignment before subjecting it to load tests.
 - (ii) Voltage regulation test certificate should be provided
 - (iii) Full load test for 3 hrs. at rated KVA, at UPF.
 - (iv) 10% overload test for 1 hrs. After the full load test at UPF.
- (v) High Voltage test to be done as per IS 4722 i.e. 1.5 KV for 1 minute for single phase. In case these tests are to be repeated the same will be at 80% of the voltage as per IS 4722.
- (vi) Insulation resistance tests- the insulation resistance shall be measured with a DC Voltage of about 500V applied for a sufficient time for the reading of the indicator to become steady. The insulation resistance will be not less than 1 mega ohm if measured after the application of high voltage test.
 - (vii) Checking for the trouble free starting and oil leakages.
- (viii) The sets do not vibrate during the load running test with the base kept free, the base notbolted to any structure of foundation.
- (ix) High voltage and insulation resistance test certificate on alternator as well as control panel should be provided.
- (x) The control panel will be checked for functional requirement and completeness as per detailed specifications.
- (xi) The tenders shall show the performance of the DG sets with the load available with the consignee during final inspection at the consignees end.
2. Inspection schedule should be submitted taking in to account the above broad parameters.
3. Either of the following types of TTC shall be acceptable:
 - i) Type Test Certificate issued by recognized Government Lab.
 - ii) Type Test Certificate issued by recognized Government Lab irrespective of whether engines and alternators were tested at firm's lab or some other lab, but witnessed by Government representative.
 - iii) Type Test Certificate issued by BIS, irrespective of engines and alternators were tested at firm's lab or some other lab, but witnessed by BIS/ Government representative.
 - iv) Type Test Certificate issued by DQA on basis of test conducted at manufacturer's lab in presence of DQA officers.
4. Testing shall be done at continuous power output for each rating.
5. Necessary gauge/meters shall be fitted to indicate
 - (a) the quantity of fuel left in the fuel tank, and
 - (b) hours of DG set operation.
6. DG Sets shall be provided with integrated accoustic enclosure which shall conform to latest norms of Central Pollution Control Board (CPCB).
7. The accoustic enclosure offered shall conform to the drawings type approved by Govt lab, for

conformity to noise norms. This aspect shall also be verified at the time of inspection.

8. DG sets shall meet the requirements of Environmental (Protection) Rules 1986 as laid down by Min. of Environment & Forests read with GSR 371 (E) dated 17.5.2002, GSR 520(E) dated 01.7.2003, No.448 (E) dated 12.07.2004, GSR 771(E) dated 11.12.2013 & GSR 232(E) dated 31.03.2014 in respect of noise and emission norms. The latest amendments to above GSRs shall be applicable as and when amended by Ministry of Environment and Forest. DG sets shall also meet all other statutory requirements as notified by Govt. from time to time.
9. Supplier shall furnish following documents issued by a Govt authorized agency at the time of registration and pre-dispatch inspection:
 - a. Type approval certificate (TAC) for emission norms for EACH model/family of engine.
 - b. TAC from for noise level norms EACH model of DG set.
 - c. COP for EACH model of DG set and engine used in DG set.
10. A copy of formal agreement between the DG set/Engine supplier and alternator manufacturer for continuous supply of alternators, during the warranty period of the tender, should be submitted to RailTel at the time of submission of tender documents (in case if DG Set supplier is not the manufacturer of engines).
11. Tenderers shall furnish list of authorized service centers throughout the country with complete address, phone number, fax & email etc.
12. DG set manufacturers shall provide a list of inventories being supplied with the DG set, to enable the consignees to verify them, at the time of delivery. The inventory list shall be attached Along with the Inspection Notes.

B. Technical specification for provision of Earth

1. Introduction:

The Earthing arrangement is required to provide one earth for DG set & other earth for AC supply. The earth resistance should be less than 1 (one) ohm.

2. Earthing arrangement.

- i) Excavation in hard soil for minimum 3.5 Meter depth or till the wet soil is reached.
- ii) Watering pipe of 3/4" GI A class pipe with funnel.
- iii) 25mm x 3 mm copper strip up to ground level.
- iv) 300mm x 300mm x 3 mm copper plate type earthing.

Laying of copper earthing strips for interconnecting the earth station panels, Distribution Board Switch in built up trench on walls /buried in ground as specified & shown on the drawing complete with

- a. Fixing accessories.
- b. Corrosion protection of buried conductor with bituminous coating and covered with PVC tapping

Section-II
Chapter-5

OFFER LETTER

Ref: Tender no: GEM/2025/B/6049907 Dt 12-03-2025

To
RailTel Corporation of India Limited,
1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers
Begumpet Airport Road, Opp Shopper Shop, Begumpet
Hyderabad-500016.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 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 execute the work of **“Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of Andhra Pradesh State”** as per the Schedule of requirement / work and specifications given in this Tender Document” at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within the specified period mentioned in the preamble from the date of issue of Letter of Acceptance/PO of the tender. 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 ----- only) is herewith forwarded as “Earnest Money”. Or submitted Udyam / Startup certificate (along with bid security declaration) towards exemption The full value of Earnest Money shall stand forfeited or action will be initiated as per bid security declaration without prejudice to any other rights or remedies if,

- a) I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA.
- b) I/We do not commence the work as per tender condition after receipt of orders to that effect.

SIGNATURE OF TENDERER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

Chapter-6

Instructions to the tenderers

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

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

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

THE TENDERERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE 'www.railtelindia.com' OR FROM THE GeM Portal,

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

The Tender document consists of the following: - Notice Inviting Tender

Section 'I'

Chapter 1 Bid Data Sheet

Chapter 2 Schedule of Requirements (Price Schedule)

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

Section 'II'

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderers Chapter

7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Performa for Performance Bank Guarantee Chapter 10 Check List

6.1 Offer Letter

6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

6.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Performa to be enclosed)

6.2 Instructions for Tender Document TO THE TENDERERS

- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make

available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 3 (three) years.
- c) The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal GeM Portal. In addition to submitting the e-Tender documents online.

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

6.3 Submission of Offers and Filling of Tender:

- a. Each and every page of bid should be digitally signed/signed in ink & stamped by authorized representative of the firm. Power of attorney in favor of the signatory duly authorizing the signatory shall be enclosed in the bid.
- b. The original copy of Power of attorney, Notarized Affidavit & Bid Security Declaration shall be submitted at the following address so as to reach up to 15:00 hours of due date:
**RailTel Corporation of India Limited,
1-10-3G to 44, 6A, 6th floor, Gumidelli Towers, Begumpet Airport Road, Begumpet,
Hyderabad – 500016.**
- c. The packet containing original copy of Power of attorney (if any), Notarized Affidavit and Bid Security Declaration shall bear name of work, the tender no, and the words “DO NOT OPEN BEFORE” (due date).
- d. The Tenderer should avoid over writing and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- e. The unit rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- f. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.4 Earnest Money Deposit (EMD) Bid Security

Earnest Money Deposit (EMD)/ Bid Security: Rs. 60,600/- through payment online through RTGS / internet banking in Beneficiary name RailTel Corporation of India Limited Account No. 33946516594, IFSC Code SBIN0020299, Bank Name: State Bank of India, Branch address: Veer Chambers, Ranga Reddy District, Begumpet – 500016. The Bid received without EMD will be summarily rejected.

EMD/Bid security to be submitted by all tenderers, subject to the following exemptions:

- a) Tender cases of value up to Rs. 5 Lakhs.
- b) Micro and Small Enterprises (MSEs) registered under UDYAM Registration.
- c) Startups recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

Note 1: In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details and Bid Security Declaration (as per Annexure-III).

Note 2: Firms registered with UDYAM certification or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) is exempted from submission of EMD. Firms claiming for the above exemptions under UDYAM certification or Startup have to submit supporting documents.

UDYAM Certificate with category as Traders are not eligible for EMD exemption.

6.4.1 Deleted

6.4.2 Make in India Clause

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

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

6.4.2.1(a) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.

(b) Margin of Purchase Preference: The margin of purchase preference is 20%.

(c) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel, New Delhi.

6.4.2.2 Verification of local content:

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs.10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d. A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

e. Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

6.4.2.3 Requirement of Purchase Preference: Subject to the provisions of this Order and to

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

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

b. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier; the contract will be awarded to L1.

ii). If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

6.4.2.4 Exemption of small purchases: Notwithstanding anything contained in Para 6.4.2.3, procurements where the estimated value to be procured is less than Rs.5 Lakhs is exempted.

6.4.3 Updation of Labour data:

A. Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed and 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 any Engineer, can create 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 salient 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 labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till ____Month ____Year."

6.5 Security Deposit/Performance Guarantee:

The Successful Bidder is required to submit Performance Bank Guarantee (PBG) as per following schedule:

The successful tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order for a total value of 10% of the value of issued LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months (39 Months) for lodging the claim.

- i) All performance security up to Rs. 5 Lakhs will be accepted only through Bank transfer.
- ii) In case, performance security is in the form of Bank Guarantee, it shall be issued by a scheduled commercial bank (either private or PSU) but not from any co-operative Bank or NBFC, in the prescribed format at Annexure – II.
- iii) As per RBI Guidelines, Bank Guarantee above Rs. 50,000/- should be signed by two bank officials.
- iv) The minimum gap between BG expiry date and BG claim date should be 12 months.
- v) If required, Bank Guarantee to be extended at least 90 days before its expiry; failure to do so will result in the encashment of the BG.
- vi) BG issuing bank must be SFMS enabled. Under SFMS system, a separate advice of the BG (via SFMS IFN 760COV) to be sent to the advising bank (RailTel) through SFMS by the issuing Bank (Applicant). Similar process to be followed for bank guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the advising bank (RailTel).

RailTel SR Bank Details:

Name: RailTel Corporation of India Limited

Account No: 27301010373007,

IFSC Code: UBIN0805050,

Bank Name: Union Bank of India,

Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254, Oxford Street, SD Road, Near ParkLane Center, Secunderabad – 500003..

6.6 No Interest on Earnest Money and Performance Security:

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

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

6.8 Drawings and Specifications:

If any tenderer happens to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information, in support of their offer being in conformity with the tender Drawing / Specification. Furthermore, duly authenticated copies of such drawings / specifications / catalogue are also to be enclosed, failing which the offer will be liable to be rejected.

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

6.10 Deleted**6.11 Rate, Taxes & Duties**

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

b) Tenderers are requested to quote under the following terms: -

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

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

6.12 GST related clause

- 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.”

- 6.13 Deleted
- 6.14 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.
- 6.15 Validity: Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.
- 6.16 Evaluation Criteria:
 - i. Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountal etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
 - ii. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, 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.
 - iii. Evaluation will be done on total value-wise.
- 6.17 The Special Tender Conditions, wherever they differ from General and Standard Conditions will override the latter.

6.18 Compliance Deviation statements:

Compliance statement for acceptance of the Technical Specifications (Chapter 4) and Instructions & Conditions (Chapter 3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.19 Tenderer's Comments:

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

6.20 Tax deducted at Source:

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

6.21 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.

6.22 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.

6.23 A. Bid submission and Opening (On Line Only)

6.23.1 Bidders opted for exemption of submission of EMD, should submit Bid Security Declaration as per clause 6.4. Bids without Bid Security Declaration will be summarily rejected.

6.23.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Earnest money amounting to Rs. 60,600/- as per bid data sheet- clause no. 6.4.0 Chapter 6. Or Udyam/Startup certificate for exemption
2. User Certificate as per Form-Annexure-I.
3. Bid Security Declaration as per Form Annexure-III in case of exemption
4. Land border Declaration as per Annexure-IV.
5. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions), Form-I.
6. Form No-II, Notarized Affidavit
7. Form No-III, Bidders Organization data sheet.
8. Compliance statement for acceptance of technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8, 9), Form-IV.
9. Manufacturer Authorization form (MAF) as per Form-V.
10. Power of attorney in favor of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder as detailed at checklist. (Power of attorney as per Clause 3.12, Chapter 3 of Tender Document).

11. Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
12. Price Bid - Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 2.
13. Offer Letter duly signed by authorized signatory (As per Chapter-5).
14. The tenderer's bids will be opened at the time & date of opening of the tender given in Bid Data Sheet (BDS) online.

B. Offline submission:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 6A, 6th floor, Gumidelli Towers, Begumpet, Hyderabad-50016 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender name and the tender number).

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory.
- b. Format for Affidavit as per Annexure-III on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid, Non submission of an affidavit by the bidder may result in rejection of his/their bid.
- c. Bid Security Declaration as per Annexure-III

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

CHAPTER-7**7.0 GENERAL TENDER CONDITIONS****7.1 Acceptance of the Offers: -**

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

7.2. Quantity to be ordered: -

The purchaser reserves the right to increase the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.

7.3 Quotations for Imported items: -**7.3.1 Imported Stores offered by Indian Agents in Indian Currency:**

Any authorized dealer / agent / recognized industrial distributor quoting on behalf of their Foreign principal in Indian Rupees shall have to comply with the following: -

- a) To quote with tender specific authorization from the foreign manufacturer.
- b) (i) While quoting on behalf of foreign principals' tenderers are required to furnish the principal's invoice / Performa invoice along with their quotation.
- (ii) Performa invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
- c) The tenderer shall have to undertake in the tender to comply with the following –
 - i) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment, Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.
 - ii) Current and valid authorization/dealership certificate of foreign manufacturer/ principal.
 - iii) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in Standard Conditions of Contract Para- 8.16.0

Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.

7.3.2. Deleted

7.3.3 Deleted

7.4 Payment Terms: Payment will be done after submission of the following documents:

A. For Supply:

(i) 80% of the value of equipment supplied shall be made on receipt and acceptance of material at site by consignee duly inspected and accompanied with the following documents:

- i. Tax Invoice.
- ii. Delivery Challan/E-way bill
- iii. Contractor's certificate of dispatch
- iv. Undertaking against Fall Clause
- v. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty guarantee certificate of OEM
- viii. SD/Performance Bank Guarantee
- ix. Insurance Certificate valid till installation of material
- x. OEM certificate for the ordered quantity/ material supplied as per specification.

(ii) Balance 20% payment shall be made after successful completion of installation, commissioning & testing at site on certification of consignee. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

B. For Installation: 100% payment shall be made on successful installation, commissioning & Testing at site on certification of consignee.

7.5 Inspection: by consignee as per technical specification:

7.6 Terms of Delivery:

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

b) Tenderer shall submit the offer clearly on CIP destination basis.

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

7.7 Delivery Schedule

a) The tenderer should note the required delivery schedule of RailTel given in the tender schedule / offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted will be taken as commercially unresponsive to RailTel's requirement.

b) Time for and the Date of delivery as specified in tender schedule / offer form is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.

c) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

7.8 Deleted.

7.9 Deleted.

7.10 Procurement from Manufacturers Authorized agents / Distributors:

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

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

a) Direct dispatch from the premises of the manufacturer to the consignee.

b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

7.11 Deleted.

7.12 Deleted.

7.13 Purchaser's right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

7.14 Removed

7.15 Force Majeure Clause:

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

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

7.16 Trade Receivables Discount System (TReDS)

| | |
|-------------------------|------------------------------------------------------------------------------------------------------|
| TReDS feature available | Yes, on m1xchange portal. (Url: http://www.m1xchange.com) |
|-------------------------|------------------------------------------------------------------------------------------------------|

i. RailTel is registered with m1xchange TReDS Platform having Buyer registration "BUYER00001496". The URL for m1xchange platform is <http://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1change platform for availing the facility of bill discounting on TReDs portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange

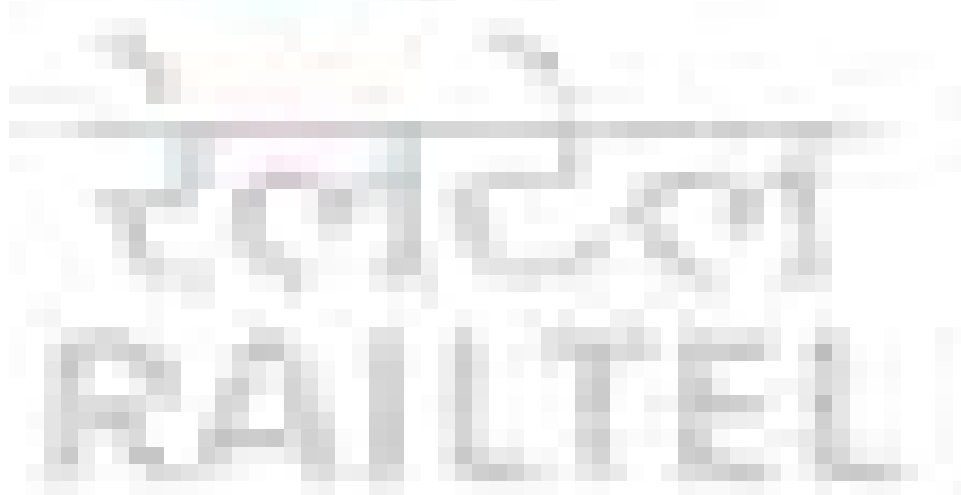
portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires availing TReDS facility.

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

iii. MSE vendor hereby agree to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of services or from the buyer's breach of any of the terms and conditions of the usage Terms or of this Agreement and any applicable Law on a full indemnity basis.

iv. RailTel shall not be liable for any special, indirect, punitive, incidental, or consequential damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE vendor's) invoices.

7.17 Bidders sharing a land border with India: Office Memorandum F.No. 6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure- IV, Chapter-9 shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.



Chapter 8

STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

8.0.3 "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.

8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores ;

8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

8.0.8. "Government" means the Central Government or a State Government, as the case may be;

8.0.G. "The Inspecting Officer" means the person specified in the contract for the purpose of inspection of stores or work under the contract and includes his authorized representative;

8.0.10. "Material" means anything used in the manufacture or fabrication of the stores

8.0.11. "Particulars" include-

(a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(b) Drawings

- (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;
- (f) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm;
- (g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

8.0.13. " The Purchaser "means RailTel Corporation of India Limited, with its corporate office acting through Chairman & Managing Director or his authorized officer.

8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;

8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;

8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.

8.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to

- (a) The consignee at his premises; or
- (b) Where so provided the interim consignee at his premises, or
- (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
- (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.

8.0.23. Deleted

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

8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents'.

8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.

8.0.29. Words in the singular include the plural and vice versa

8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;

8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

8.1.0 Parties-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-

(a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

8.2.0. Quotations of rates by Contractors

(a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the

norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

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

(b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,

- (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause(a) above or
- (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. Contract.

8.3.1. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

8.4.0. Security Deposit: As per Clause 6.5.

8.5.0. Delivery.

8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

8.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

8.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

8.5.4. No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

8.6.0. Time for and Date of Delivery; the Essence of the Contract-

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

8.6.1. Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

8.6.2. Failure and Termination:- If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contractor

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

(c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

8.6.2.1 Termination for Default –

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

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

b) If the tenderer fails to perform any other obligation(s) under the contract; and

c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

e) If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

8.6.3 Consequence of Rejection- If on the stores being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

(i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

- (ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.
- (iii) the purchaser authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

8.8.0. Examination of Drawing, Specifications and Patterns-

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or scaled pattern, be considered.

8.9.0. Mistakes in Drawing.

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

8.10.0. Samples.

8.10.1 Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 8.6.0 shall apply as far as applicable.

8.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

8.10.3. Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.

8.10.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8.11.0. Risk of Loss or Damage to Purchaser's Property.

8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.

8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

8.12.0. Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

8.12.1. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

8.12.2. Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

8.12.3. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

8.12.4. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

8.12.5. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

8.12.6. Powers of Inspecting Officer- The Inspecting Officer shall have the power:-

- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
- (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

8.13.0. Charges for Work Necessary for Completion of the Contract-

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

8.14.0. Responsibility of the Contractor for Executing the Contract.

8.14.1. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession

of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

8.14.2. Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

8.14.3. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

8.14.4. The provisions contained in Clause 8.19.0 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided. Note- In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

8.14.5. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

8.14.6. Changes in a Firm:-

a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

d) Consequence of breach - Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6 (a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.

e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

8.15.0. Indemnity.

8.15.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

8.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfillment of the contract.

8.16.0. Packing.

8.16.1. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

8.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

8.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.

8.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

8.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.

8.16.6. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

8.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

8.17.0 Notification of Delivery.

Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

8.18.0. Progress Reports.

8.18.1. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

8.18.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

8.19.0 Removal of Rejected Stores.

8.19.1. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

8.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting

Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

8.19.3. The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

8.20.0. System of Payment.

8.20.1. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.

8.20.2. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.

8.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

8.21.0. Withholding and lien in respect of sums claimed.

8.21.1. 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 a 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 a lien over the same pending finalization or adjudication of any such claim. 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 the such claimed amount or amounts referred to supra, 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 contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such 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 prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or

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.

8.21.2. For the purpose of Clause 8.21.1, where the 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 capacity or otherwise.

8.21.3. Lien in respect of Claims in other Contracts

(a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.

(b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.22.0. Corrupt Practices

8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on or for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

8.22.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

8.23.0. Insolvency and Breach of Contract.

8.23.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

(a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

(c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.24.0. Laws governing the Contract.

8.24.1. This contract shall be governed by the Laws of India for the time being in force.

8.24.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

8.24.3. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.24.4. Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

8.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

4) In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section

(4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.25.0. Headings.

The headings of conditions hereto shall not affect the construction thereof.

8.26.0 Settlement of Disputes/ Arbitration

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 arbitration in accordance with the 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 at New-Delhi.

2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel, if the value of claim is up to Rs. 10 lakh. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, 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.

8.27.0. Inspection Rejection: -

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

8.27.1 Notification of Result of inspection.- Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

8.27.2 Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

8.28.0 Warranty/Guarantee

8.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with

the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

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

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

8.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

8.28.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

8.28.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.

8.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

8.29.0. Inspection at the Fag end of the Delivery Period-

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contractor the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

(a) The Purchaser has the right to recover from the contractor under the provision of clause 8.6.2 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

(d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

8.29.1. The Contractor shall not dispatch the Stores till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.29.2. In case where the some or the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

REJECTED
RAILTEL

Chapter-9

Annexure-I

QUALIFYING CRITERIA USER'S CERTIFICATE

Name of the Firm Contract No. & date

Scope of Work

Contract Amount (in Indian Rupees)

Completion Period as per contract Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory

(Please specify)

Name:

Dated:

Designation:

E Mail id:

Contact No:

Signature of the User/Customer for whom work executed by tenderer
with Company Seal

Annexure-II

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

1. In consideration of the RailTel Corporation of India Limited: 6th Floor, Gumidelli Towers, Begumpet Airport Road, Begumpet, Hyderabad -500016 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement/LOA/PO No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank and our local branch at ----(indicate detail address of local Branch with code no.)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1)

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

We,.....We,

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

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at (indicate detailed address of local Branch with code no.).The branch at New Delhi is being advised accordingly.

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

Dated the day of 202
for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name



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

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

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

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

Or

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

Or

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

Or

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

Or

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

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

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

Annexure-IV**Certificate for Land Border sharing**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the

trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Form-I**Undertaking of No Deviation**

(1) The following are the particulars of deviations from the requirements of the tender specification.

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

(2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

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

Signature and seal of the Tenderer

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Form-II**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/ online portal GeM portal. 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

Form-III**Bidder Organization data:**

| | | |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1 | Name of the Organization | : |
| 2 | Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf) | |
| 3 | Main line of Business | |
| 4 | Years of Experience | |
| 5 | Location (indicate address, tel.no., fax and the year from which they are operating in that location) | |
| 6 | Contact person | |
| 7 | Address | |
| 8 | Tel. No. | |
| 9 | E-mail ID | |

Place
Date

(Signature of the Tenderer with Seal)

Form IV

Undertaking of clause wise compliance.

(To be filled and signed by authorized on letter head) Ref. Tender No. -----
DATED -----

We have accepted and complied to all of the clauses of tender no. Tender No. GEM/2024/B/5439505
DATED 12-03-2025 for Supply and installation of 15 KVA DG Sets & 50 KVA DG Set at different sites of
Andhra Pradesh State as per specifications and Schedule of requirement.

Thanking you.

Sincerely Yours
For [FIRM NAME]
SIGN/STAMP

Authorized Signatory
Name:
Designation:
Date:

Form V

Manufacturer Authorization form (MAF)

Dated: _

To
ED/SR,
RailTel Corporation of India Ltd.
Southern Region
Begumpet, Hyderabad

Subject: Manufacturer Authorization form (MAF) to M/s _____ for _____. Ref: Tender No. _____.

Dear Sir,

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

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

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

Thanking you, Best regards,

Authorized Signatory

Chapter 10
Check List

| SN | Have you submitted the following documents? | Submitted/complied or not | Page No/ ref no. of Offer |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|
| 1 | Have you read and accept tender conditions? (Form-IV, Undertaking of clause wise compliance) (Clause 6.18 of Chapter 6) | | |
| 2 | Earnest money amounting to Rs. 60,600/- as per bid data sheet (Clause no.6.4.0 Chapter 6) / Udyam / Startup certificate along with bid security declaration for exemption | | |
| 3 | Annexure-I, User Certificate as per Form. (Clause 3.3 of Chapter 3) | | |
| 4 | Annexure-III, Bid Security Declaration. (Clause no. 6.4.0 Chapter 6) | | |
| 5 | Annexure-IV, Land border Declaration. (Clause 7.17 of chapter 7) | | |
| 6 | Form No-1, Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions). | | |
| 7 | Form No-II, Notarized Affidavit | | |
| 8 | Form No-III, Bidders Organization data sheet. | | |
| G | Form No-V, Manufacturer Authorization form (MAF) (Clause 7.10 of Chapter 7) | | |
| 10 | Power of attorney in favor of the signatory duly authorizing the signatory.(Clause 3.12, Chapter 3) | | |
| 11 | Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online. | | |
| 12 | Price Bid - Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 2. | | |
| 13 | Offer Letter duly signed by authorized signatory (As per Chapter-5) | | |
| 14 | Supporting documents towards technical and financial eligibility criteria as per clause 3.3 to 3.4 of chapter 3 | | |
| 15 | Offline documents to be submitted: in a sealed cover mentioning the tender number, due date for opening, the original documents of Power of attorney, Notarized Affidavit & Bid Security Declaration shall be submitted within 7-days from the tender opening. | | |

*****END OF THE DOCUMENT *****