



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
RAILTEL CORPORATION OF INDIA LIMITED

दक्षिणी क्षेत्र कार्यालय, 6 वीं मंजिल, गुमिदेल्ली टावर्स बेगम्पेट, हैदराबाद - 16
Southern Regional Office, 6th floor, Gumidelli towers, Begumpet, Hyderabad-16

इलेक्ट्रॉनिक ईओआई सं: रेलटेल/एसआर/एससी/ईओआई/2023-24/33
ELECTRONIC EOI NO: RailTel/SR/SC/EOI/2023-24/33
दिनांक/Dt. 02-11-2023

रेलटेल के कार्य के लिए सूचीबद्ध बिजनेस पार्टनर से उपयुक्त कार्यान्वयन भागीदार का चयन
“ बचेली, छत्तीसगढ़ और पन्ना, मध्य प्रदेश में एनएमडीसी के लोकेशन पर रेलटेल की एनएमडीसी परियोजना के लिए ओएफसी बिछाने और संबद्ध कार्य”

Invitation for Expression of Interest
For
Selection of Suitable Implementation Partner from RailTel Empaneled Business Partner for the work of

“Laying of OFC and allied works for NMDC Project of RailTel in NMDC locations at Bacheli, Chattisgarh & Panna, Madhya Pradesh”

Download of EOI/Tender document and submission of offer at e-tender portal:

<https://railtel.enivida.com>

Submission of response

- 1) Submission of response - Online along with all scanned copies (as per tenderer data sheet).**
 - 2) Submission of documents as per EOI/Tender document – Online only (as per tenderer data sheet).**
- (EMD, Technical & Financial Eligibility documents etc and Affidavit submission).**



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, 6th floor, Gumidelli towers, Begumpet, Hyderabad-16
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,

Corp. & Regd. Office: A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023

EXPRESSION OF INTEREST

EOI Notice No: RailTel/SR/SC/EOI/2023-24/33 Date. 02-11-2023

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOI for Selection of Implementation Partner **from RailTel Empaneled Business Partner** for the work of "Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna, as detailed below.

EOI no RailTel/ SR/SC/	NMDC locations	Estimated Cost inclusive of GST@18% (In Rs)	EMD* (In Rs)	Cost of EOI/Tender document (In Rs.)	Work Completion period from date of LOA
2023-24/33	Bacheli, Chattisgarh & Panna, Madhya Pradesh	2,74,53,229.00	5,00,000	NIL	60 days for Bacheli 45 days for Panna

a)	EOI/Tender document available for download / ईओआई/निविदा दस्तावेज़ डाउनलोड के लिए उपलब्ध है	02-11-2023
b)	Last date and time for submission of EOI documents & online response / ईओआई दस्तावेज़ और ऑनलाइन प्रतिक्रिया जमा करने की अंतिम तिथि और समय	13-11-2023 at 15:00 hrs
c)	Opening date and time of EOI documents & online response / ईओआई दस्तावेज़ और ऑनलाइन प्रतिक्रिया खोलने की तारीख और समय	13-11-2023 at 15.30 hrs.
d)	Validity of offer / ऑफर की वैधता	60 days from the date of opening of EOI/ tender. ईओआई /निविदा खुलने की तिथि से 60 दिन।
e)	Web address for availability of EOI/Tender document / ईओआई/ निविदा दस्तावेज़ की उपलब्धता के लिए वेब पता	Detailed EOI/Tender notice and EOI/Tender document https://railtel.enivida.com also available at our website www.railtelindia.com विस्तृत ईओआई /निविदा सूचना और ईओआई /निविदा दस्तावेज़ https://railtel.enivida.com हमारी वेबसाइट www.railtelindia.com पर भी उपलब्ध है।
f)	Bidders are requested to submit all EOI/e-tender related documents / supporting copies along with all necessary formats duly filled at https://railtel.enivida.com only. No offline bids allowed. बोलीदाताओं से अनुरोध है कि वे सभी ई- ईओआई /निविदा संबंधी दस्तावेज़/समर्थन प्रतियाँ सभी आवश्यक प्रारूपों के साथ विधिवत भरे हुए https://railtel.enivida.com पर ही जमा करें। कोई ऑफ़लाइन बोली की अनुमति नहीं है।	

Eligibility Criteria:

- a. Empanelled partners are required to submit soft copy of response through Online on RailTel's e-nivida

portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.

- b. **The EOI response is invited only from RailTel Empaneled Business Partner**
- c. Please refer Para 15 of Section II chapter I of eoi/tender document.

The online response/ offers are deemed to be valid for acceptance for a period of 60 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tender bids without submission of EMD /with insufficient EMD will be summarily rejected#.

Note: #*

1. Works contract are not covered under purview of Public Procurement Policy for MSEs order 2012 and instant EOI/tender is for works contract. Accordingly, exemption is not applicable to MSEs for submission of EMD. **Hence, bidders should submit EMD along with bid failing which their bid will not be considered for evaluation and summarily rejected.**
2. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा

EOI/Tender notice and EOI/Tender document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com> .For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from E-NIVIDA's e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this EOI/Tender shall be posted on the e-Tendering Portal & RailTel website.

ईओआई /निविदा सूचना और ईओआई /निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे www.railtelindia.com या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को ई-निविदा के ई-पोर्टल से ईओआई /निविदा दस्तावेजों की एक आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात। इस ईओआई /निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि ई-निविदा पोर्टल और रेलटेल वेबसाइट पर पोस्ट किए जाएंगे।

The offers shall be opened on above said date in the presence of those bidders who choose to be present online (refer section: **e-Tendering/Bid Receipt (Online)**). If the above said date happens to be a holiday the same shall be opened on the next working day.

प्रस्ताव उपरोक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे जो ऑनलाइन उपस्थित होना चाहते हैं (देखें अनुभाग: ई-निविदा/बोली रसीद (ऑनलाइन))। यदि उक्त तिथि को अवकाश होता है तो उसे अगले कार्य दिवस में खोला जायेगा।

Sd/
Sr.DGM/Proj/SC
RailTel Corporation of India Ltd.,
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

INDEX SHEET

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Section Online
e-Tendering/Bid Receipt (Online/Offline Activities Explained)
Chapter -1

This tender is processed as E-Tender. Submission of Bids only through online process is mandatory for this Tender

1. Availability of e-Tender Document:

EOI/Tender notice and EOI/Tender document are available on RailTel's website and can be downloaded from www.railtelindia.com (or) from the e-Tendering portal <https://railtel.enivida.com>. Printed copy of EOI/Tender document will not be sold from RailTel office.

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com> E-Procurement system (E-NIVIDA). Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the E-NIVIDA Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc

2. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid / Price Bid in single envelope **"ONLINE"**.

E-NIVIDA Helpdesk

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 9205898228

Mail id: - eprocurement@RailTelindia.com

RailTel's Contact Person & Designation

Mr. E. Ganesh Kumar, Asst.Mgr/SC,

Mobile: 9160965670

E-Mail Id: ganeshkumar.e@railtelindia.com

3. Broad outline of submissions are as follows:

- I. Submission of EOI/Tender document cost (if applicable) & EMD.
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tenderer has to submit both Technical and Financial bid as Single Packet
- IV. Online response to Terms & Conditions of Tender.

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

GUIDELINES FOR REGISTRATION

Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.combidder> Registration/new Registration) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST or as mentioned in the portal.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.

Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

The scanned copies of all original documents should be uploaded in pdf format on e-tender portal. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@RailTelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

Once the bidders have selected the tenders they are interested in, they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the EOI/Tender document before submitting their bids.

Please go through the tender advertisement and the EOI/Tender document carefully to understand the documents required to be submitted as part of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI/Tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the EOI/Tender document as a token of acceptance of the terms and conditions laid down by RailTel.

Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official and efforts must be made that it reaches on or within 2 to 3 days of the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid may be summarily rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4. Document submission:

Power of Attorney on stamp paper in favour of the signatory duly authorizing the signatory shall be submitted (or) as and when requested by RailTel (offline). However, scanned Power of Attorney (POA) must be submitted at E-NIVIDA portal before opening of tender (Online).

Notarized Affidavit on stamp paper in original to be submitted as per clause No. 16.1 (ii) instructions to tenderer's section II chapter I (or) as and when requested by RailTel (offline) . But the scanned Affidavit must be submitted at E-NIVIDA portal before opening of tender (online).

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

5. Submission of Eligibility Criteria related documents:

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable. **Bids received without submission of eligibility criteria supporting documents may be summarily rejected.**

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

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

6. Instructions for EOI/Tender document to the bidders

The RailTel Tenders are published on www.railtelindia.com and on E-NIVIDA portal <https://railtel.enivida.com>

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

7. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com>. For detailed instructions please refer to E-NIVIDA Portal.

8. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.
9. **Addenda / Corrigenda:** 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 E-NIVIDA Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/ Pre- Bid Clarification Requests:

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

11. Bid submission and Opening date:

- 11.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 11.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 11.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

12. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://railtel.enivida.com>, and go to the User-Guidance Center.

13. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on E-NIVIDA's e-Procurement 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. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications/guidelines before filling up the Tender Form carefully.

14. Bids received after due date and time shall be summarily rejected and shall not be opened

SECTION – I Chapter -1**Preamble****EOI/Tender No. RailTel/SR/SC/EOI/2023-24/33**

1. **Name of work:** Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna as per schedule of requirement.
2. **Scope of work:** The broad responsibility of the contractor under the scope of work for this tender shall be as under:
 - 2.1 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications/Guidelines.
 - 2.2 **Services/Works:** Trenching, laying of HDPE pipe blowing, Termination and Testing of Optical Fiber Cables in specified NMDC Mine location as detailed in para 1 above.
3. **Tender Bid** The tender bid shall be submitted in online in <https://railtel.enivida.com> only.
4. **Tender offers:** The tenderers are required to quote **percentage rate** for the complete work.
5. **Address to which correspondence and documents relating to the Contract should be sent:** Executive Director (Southern Region), RailTel Corporation of India Ltd, 6th floor, Gumidelli towers, Begumpet, Hyderabad-16
6. **Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 5 Chapter I Section II**
7. **Security Deposit: @5% of contract value will be deducted from on account bills as per Para-3 of Special Conditions of Contract (Section II Chapter 2)** for due fulfillment of contract.
8. **PBG: @5%** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 30 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Performance Bank Guarantee for due fulfillment of contract.
9. **Specifications/Guidelines:** Reference of specifications/guidelines of the important equipments and materials required for execution of the contract is given in the Technical Specification/Guidelines (Section III chapter 1 of tender document). The work shall be executed in compliance with all the technical requirements given therein.
10. **Schedule of Requirement:** The various items to be supplied and works/services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter 2). The tenderer is advised to quote for all the items. The make and model of all the equipments proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.
11. **As made drawings:** shall be submitted after completion of testing and commissioning of section as per specification/Guidelines (section III chapter 1)
12. **Materials to be supplied by RailTel: OF Cable, HDPE Pipe and FMS.**
Note: The material shall be supplied at locations mentioned below: The successful tenderer has to make his own arrangements to transport the material to site and no payment shall be made on this account.

EOI/Tender no RailTel/SR/SC/EOI	NMDC locations	RailTel Store site	Address/ Pin code
2023-24/33	Bacheli, Chattisgarh & Panna, Madhya Pradesh	NMDC Mine site Bacheli, Chattisgarh & NMDC Mine site Panna, Madhya Pradesh	494553 & 488001

13. **Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that

no material except items mentioned in para 12 above shall be arranged/supplied by RailTel for commissioning the work. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective as required are to be supplied by the contractor.

14. As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
15. **Final Authority:** In all matters, decision of Executive Director /RGM (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.
16. The Bidder should not be blacklisted/debarred/banned by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. A declaration in this regard to be submitted by the bidder.

TENDERER DATA SHEET/CHECK LIST**For**

Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna as per the schedule of work & specifications/guidelines

Schedule of Requirement and Specifications/guidelines (EOI/Tender no: RailTel/SR/SC/EOI/2023-24/33)

S No	clause reference	Description	Remarks(Yes/No)	Page no
1	cl.no. 15 & 15.1.6 section II chapter I RailTel Empanelled Business Partner	The Bidder Should be RailTel Empaneled Business Partner with validity of association at least up to the last date of submission of this bid. This is the primary and mandatory eligibility criteria; however, the bidder is also required to meet other eligibility criteria of this EOI/Tender Copy of RailTel's LOI/ Agreement/ documentary proof submitted?		
	EMD Particulars			
1.1	EMD as per NIT/ Preamble	Whether EMD submitted online in E-NIVIDA portal?		
1.2	Cl.no.16 preamble should not be blacklisted/debarred/banned	should not be blacklisted/debarred/banned by any Central Govt./Union Govt./State Govt./PSU as per cl.no.16 of Preamble a self-declaration in this regard submitted or not?		
Technical Eligibility Criteria				
2	cl.no. 15 & 15.2 section II chapter I for similar work execution of 30%/40%/60% (as the case may be) of tender advertised value	Whether work completion certificate by User/Client as per Form no 2 as mentioned in the page no 42 of the EOI/Tender document has following information.		
(a)		please specify eligible as per submission of single/ two/three similar works?, Contract Agreement No/ Work /Purchase order No & Date may be mentioned, as the case may be including summary of eligibility		

(b)		Name and scope of Work executed under contract agreement (s)		
(c)		Executed / Paid Value of work mentioned or not? If mentioned specify the value		
(d)		Is Value of work(s)executed equal to or more than 30%/40%/60% (as the case may be) of advertised tender value?		
(e)		Whether work(s) executed in user form no.2 is similar to the work experience as mentioned in clause no 16 instructions to tenderer section II Chapter I of tender document)		

Financial eligibility criteria				
3	cl.no.15 & 15.3 section II chapter I for turnover of 150% of tender advertised value	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the year (2020-21),(2021-22) and (2022-23) and for current year (2023-24 certificate from CA certifying gross receipts till date of inviting EOI/tender) are enclosed ?		
3.1		Whether Copy of PAN, GST Registration certificate, Certificate of Incorporation/Registration submitted?		
Notarized Affidavit				
6	cl.no.16.1 (ii) section II Chapter I	Whether Affidavit is submitted in Original and Notarized?		
6.1		Whether Submission of Affidavit is as per format as enclosed in form no 11 /Annexure-A vide page no 48 of tender document?		
6.2		Whether the signature of deponent in the affidavit is the same person whose name is mentioned the first sentence of affidavit giving the undertaking?		
6.3		Whether Deponent has signed both affirmation and verification statement of affidavit?		

2014/01

Note:

1. All scan copies of documents listed above shall be submitted online
2. Copy of experience certificate issued by client along with concerned PO/WO/LOA for technical eligibility and Audited Balance sheet with P&L A/c to be submitted along with online bid to establish credentials. Offers without submitting the same are liable for rejection.
3. The above Tenderer data sheet / Check List is indicative and does not purport to be the entire requirement. Tenderer are advised to go through the entire EOI/Tender document carefully before submitting their response offers.

Bidder's 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)

SECTION I
Chapter 2
SCHEDULE OF REQUIREMENT

EOI/Tender no: RailTel/SR/SC/EOI/2023-24/33

Name of the work: - Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bachel (Chhattisgarh State) & Panna (Madhya Pradesh State).

S.No	Item Description	UOM	Quantity		Total Quantity	Unit Rate exclusive of GST@18%	Total Amount exclusive of GST@18%
			Bachel	Panna			
1	Trenching to a depth of 1.2 mtr and appropriate width for pipe/duct/cable and backfilling after laying OFC as per specification.	Mtr	26691	8000	34691	135	4683285
2	Horizontal Drilling at a approximately depth of 1.65/1.2 m below the road formation level and insertion of one or two HDPE Ducts as per site requirement.	Mtr	12363	200	12563	510	6407130
3	Horizontal Drilling at a approximately depth of 1.65/1.2 m below the formation level of the earth including insertion of DWC/GI Pipes along with couplings etc.(at Road/Track crossing)	Mtr	180	100	280	825	231000
4	CC/BT road cutting and restoration with CC (about 150mm thickness and 300 mm) to bring back to the height of the road.	Mtr	17859	200	18059	254.04	4587708.36
5	Supply and laying of 50mm dia GI Pipe IS1239 medium grade with CC through out as per site requirement on bridges/ trenches etc). The rate includes supply of CC.	Mtr	2775	100	2875	500	1437500
6	Hard Rock Cutting hard rock for 0.3 mtr depth	Mtr	200	50	250	245	61250

	of trench						
7	Concreting for protection of OFC cable.	Cu.M	50	10	60	4000	240000
8	Drawing of 12F Armored OFC through Poles using suitable fixtures.	Mtr	1800	1000	2800	6	16800
9	Drawing of 12F/24F OFC inside the Building premises include supply of flexible pipe/PVC Pipes/casing & capping other protections as required with proper clamping. Drawing of OFC through the building duct, false ceiling, false flooring with proper protection	Mtr	13050	2000	15050	89.52	1347276
10	Supply & installation of RCC jointing chamber as per drawing with cover and required trenching to ease out cable/duct. (The joint chamber should be of the size of outer dia 1100 mm, Height -600 mm (2 pieces of 300 No mm each). The thickness of the wall should be 50 mm and each piece of the chamber should have suitable grooves to fit each other).	No	73	4	77	4250	327250
11	Providing Dry sand in RCC joint chamber up to 400 mm height	No	73	4	77	750	57750
12	Supply and installation of RCC Route Marker as per specification	No	990	90	1080	490	529200
13	Splicing/termination of 12 F OFC (Spl	No	135	10	145	2460	356700
14	Supply of Joint enclosure	No	66	4	70	2450	171500
15	Laying of HDPE Duct in the trench. Supply and pulling of nylon rope through it.	Mtr	82552	9000	91552	12	1098624
16	Drawing of 12F OFC in trench through	Mtr	99062	10000	109062	15	1635930

	HDPE/GI/RCC pipes.						
17	Laying of HDPE Duct in the cable tray of conveyer belt using suitable fixtures and blowing of 12F armored OFC.	Mtr	900	0	900	85.05	76545
Total							2,32,65,448
GST @18 %							41,87,781
Total amount including GST							2,74,53,229
Bidder's quoted percentage (in figures & words) Below/At Par/Above (Including GST @18%)							Shall be filled online in ENIVIDA portal only
Grand Total Amount after Bidder's quoted percentage In figures:							

Note:

1. The tenderer may carry out detailed survey of the section to familiarize with the condition of the soil, requirement of protective arrangement etc for better idea in participation of this EOI/Tender.
2. The percentage rate quoted should be inclusive of all taxes, duties and freight etc.
3. Break-up of taxes to be specified in a separate sheet showing Basic Price, GST@ and others if any etc.

SECTION - II

Chapter 1. Instructions to Tenderers and Conditions of Tendering

Chapter 2. Special Conditions of Contract

Chapter 3. Forms of Tenders etc.

CHAPTER 1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

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

SECTION - II**CHAPTER-1****INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING****1. GENERAL INSTRUCTIONS**

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad - 500071 from established and reliable contractors for the work of Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine locations at Bachel & Panna.

1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications/guidelines & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the **"Tender Papers"**.

1.2 **Tender offer:** The tenderer(s) are required to quote **Percentage rate** both in figures and words as indicated in the schedule. If there is any discrepancy in the rate quoted between figures and words, the rates quoted in words will be taken as final.

2. INTERPRETATIONS

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

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

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

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

"ENGINEER / ENGINEER-IN-CHARGE" Shall mean an executive of RailTel In-charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications/guidelines and conditions of contract as agreed to.

"ENGINEER'S REPRESENTATIVE" Shall mean the supervisor of RailTel in direct charge of the works.

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

"MONTH" Means any consecutive period of thirty days.

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

"ENGINEER" Means the Executive Director/Regional General Manager of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

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

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

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

"RailTel" Means M/s. RailTel Corporation of India Limited, Southern Region, 6th floor, Gumidelli towers, Begumpet, Hyderabad-16.

"SITE" Means the areas to be taken up by the permanent works, together with any other area

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

"TENDERER" / "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.

"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/guidelines, drawings and Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications/guidelines, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

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

3. LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications/guidelines shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- 3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS/GUIDELINES & DRAWINGS

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

5 EARNEST MONEY

- 5.1 The tenderer shall submit an amount mentioned as below as earnest money in favour of RailTel Corporation of India Limited, Hyderabad, payable at Secunderabad through ENVIDA portal online only:.

EOI/Tender no RailTel/SR/SC/	NMDC Mine Location	Estimated Cost inclusive of GST@18% (In Rs)	EMD* (In Rs)
2023-24/33	Bachel & Panna	2,74,53,229.00	5,00,000

- 5.2 The tenderers shall hold the offer open till such date as specified in Para 9 of this chapter. It being understood that the tender documents have been downloaded by the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel. No bank guarantee for EMD is accepted. Tenders without earnest money will be summarily rejected*. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

5.3 The earnest money may be forfeited:

- 5.3.1 If a tenderer withdraws its tender during the period of tenders validity specified in Clause 9 of Instructions to Tenderers and Conditions of Tendering.
- 5.3.2 In the case of successful tenderer, if the tenderer fails to Sign the contract in accordance with clause 2 of Special Conditions of Contract.
- 5.3.3 To furnish performance guarantee in accordance with clause 3.1 of Special Conditions of Contract.
- 5.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 5.5 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required under para 3 of Special Conditions of Contract is furnished and formal contract duly signed is received by the purchaser.
- 5.6 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 5 years.
- 5.7 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

5.8 For UDYAM registered firm: Not applicable as instant EOI/tender is works contract.**6 SUBMISSION OF ONLINE RESPONSE OFFERS**

- 6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers in online only. Offers received after the stipulated time and date will be summarily rejected.
- 6.2 In case the date of opening happens to be a holiday, the tender will be opened on the **next working day**.

- 6.3 Deleted
- 6.4 Deleted
- 6.5 **RATES IN FIGURES & WORDS:-deleted**
- 6.6 **ATTESTATION OF ALTERATION: deleted**
- 6.7 **The bid shall consist of the following:**
- i) Offer letter complete. (Form No.1)
 - ii) Schedule of Requirements to be submitted in online portal ENIVIDA only.
 - iii) Earnest Money to be submitted online in ENIVIDA portal only
 - iv) Power of Attorney & Certificate of Incorporation/Registration (refer below clause no 7)
 - v) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
 - vi) Similar works executed or under execution. Form No. 10 -not applicable
 - vii) User's Certificate Form No. 2
 - viii) Any other information desired to be submitted by the tenderer.
 - ix) Complete EOI/tender document/Addenda digitally signed as acceptance of tender conditions
 - x) Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid
 - xi) Notarized Affidavit as per Form-11
 - xii) PAN, GST registration certificate
7. **POWER OF ATTORNEY**
Power of Attorney/Board Resolution in favour of one of its employees who will sign the Bid Documents (also digitally).
8. **UNIT /PERCENTAGE PRICES:.** Reference may be made Special Conditions of Contract (Chapter II Section II). The prices shall be inclusive of all taxes and statutory payments.
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (Sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
11. **PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** as per tender notice.
12. **NON-TRANSFERABILITY AND NON-REFUNDABILITY: deleted**
13. Deleted
14. Deleted
15. **QUALIFYING CRITERIA:**
- 15.1 **General: all the supporting documents shall be self attested/digitally signed by Tenderer for their consideration.**
- 15.1.1 Qualifying criteria under this para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project.
- 15.1.2 deleted.
- 15.1.3 deleted.
- 15.1.4 deleted.
- 15.1.5 The tenderer/s must submit along with his/their tender, certificates from the original user

for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall submit these certificates for all the projects that he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in original or their true copies duly signed by the tenderer to contain the information as per form no. 2.

15.1.6: The Bidder Should be RailTel Empaneled Business Partner (BA) with validity of association at least up to the last date of submission of this bid. This is the primary and mandatory eligibility criteria; however, the bidder is also required to meet other eligibility criteria of this EOI/Tender. Copy of LOI/ Agreement/ documentary proof to be submitted along with the bid.

15.2 Technical Capability: Tenderer must have completed works of similar nature, as indicated in para 16 below, successfully, and satisfactorily of values as indicated below:

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

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

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU, 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). Offers not accompanied by user certificates as per Form no 2 to establish technical eligibility, will not be considered.

15.3 Financial:

The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

PAN & GST registration certificate to be submitted along with the bid.

(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). Offers not accompanied by supporting documents as mentioned above to establish financial eligibility, will not be considered.

15.4 Eligibility Criteria Values The financial and technical criterion given above will have to be met for the EOI/Tender being quoted, as per details tabulated below:

EOI/Tender no RailTel/SR/SC/	Estimated Cost incl.GST	Technical Eligibility			Financial Eligibility
		One Similar Work (60%)	Two Similar Works (each 40%)	Three Similar Works (each 30%)	150% Turnover
2023-24/33	2,74,53,229.00	1,64,71,937	1,09,81,292	82,35,969	4,11,79,844

15.5 However, awarding/not awarding, eoi/ tender to be awarded based on the lowest offer, is at the sole discretion of RailTel based on the interest of project and RailTel, and will be evaluated based on the above mentioned eligibility criteria.

16. MEANING OF SIMILAR WORKS: Works similar to the scope of work as contained in this tender shall mean that:

“Underground Optical Fibre cable laying work including Trenching, Blowing of OFC through HDPE Duct, splicing and testing of OFC”

Should form sizable part of the total work executed. In case it is not a sizeable part of a big work, then only the cost related to items covered in the similar work definition will be taken while arriving at the cost of similar work.

16.1 System of Verification of Tenderer’s Credentials:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender
- ii. **The tenderers shall submit a notarized affidavit** on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A (Form 11). Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
 - a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
 - b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

- 17. **Deleted**
- 18. **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the RailTel.
- 19. **AGREEMENT:** As indicated in para 2 of Special Conditions of Contract (Section II Chapter II).
- 20. **Deleted**
- 21. **EVALUATION OF OFFER**
 - The authority for the acceptance of the tender rests with RailTel. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.
 - However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 22. **AMENDMENT OF TENDER DOCUMENT**
 - 22.1 RailTel may modify the EOI/Tender document by issuing ADDENDA/CORRIGENDA
 - 22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender.
 - 22.3 The contractor shall be liable to render fully accountable for all the materials issued by the RailTel. If any quantity of RailTel materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the issued rate prevailing at the time of last issue of the materials consumed in excess or wasted or damaged or lost or not satisfactorily accounted for.
 - 22.4 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.
 - 22.5 Materials shall be issued to the contractor or his representative at specific depot of the stores on Production of identity card with photograph or authorization letter issued by this office.

SECTION- II
CHAPTER - 2

Special Conditions of Contract I N D E X

Para Subject

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

SPECIAL CONDITIONS OF CONTRACT

1. EOI/TENDER DOCUMENTS

1.1 The goods and works/services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes the following together with any addendum and corrigendum thereto.

Section-I: Preamble along with schedule of requirements, annexure etc.

Section-II: I) Instructions to tenderers and conditions of tendering.

II) Special conditions of contract.

III) Forms of Tender and annexure etc.

Section-III: Technical specifications/guidelines and drawings etc.

1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.

1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

2. AGREEMENT

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

3. SECURITY DEPOSIT

3.1.1 The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract.

3.2 The Earnest Money already paid by the successful Tenderer (see Clause 5 Chapter-I Section-II Instructions to Tenderers and Conditions of Tendering) will be adjusted towards payment of this Security deposit

3.3 Balance amount towards SD shall be recovered from the contractor's "on account" bills as under:

(a) The rate of recovery should be at the rate of 10% of the bill amount till 5 % contract value is achieved.

(b) Security Deposit shall be released after satisfactory completion of the warranty period/defects liability period (clause no 22 / of SCC) and on issue of **Final acceptance certificate of contract (FAC)**.

(c) No interest will be payable upon the Earnest Money and Security Deposit

3.4 CONTRACT PERFORMANCE GUARANTEE (PG/PBG)

3.4.1 On receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in EOI/Tender document amounting to **5% of the contract value**.

3.5 The Instruments for Performance Guarantee should be valid for three months beyond the completion period.

- 3.6** Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank
- 3.7 Delay in submission of PBG:** The successful tenderer shall have to submit a Performance Guarantee (PBG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PG beyond 30 (thirty) days and up to 30 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 30 days from the date issue of LOA). In case the contractor fails to submit the requisite PBG even after 30 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work
- 3.8** Performance Guarantee shall be released after completion of the work i.e. Operational acceptance by NMDC /on issue of Provisional Acceptance Certificate/completion certificate, the PBG submitted in the form of BG / Demand Draft will be returned / refunded to the contractor after adjustment of any dues payable by the contractor.
- 3.9** Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- 3.10** The balance work shall be got done independently by RailTel.
- 3.11** The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4. CONTRACTOR'S OFFICE & STORES DEPOT:** The Contractor shall within ten days of issue of letter of acceptance of tender establish an office and store depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser's Engineer. He shall intimate the purchaser's Engineer address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered post.
- 5. Deleted**
- 6. PROGRAMME OF WORK**
- 6.1** The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously at more than one independent place in order to expedite the completion of work.
- 6.2** Within a period of 7 days beginning from the date of issue of Letter of Acceptance/PO of Tender the Contractor shall submit the detailed time Schedule for the execution of work based on the conditions in consultation with RailTel to the authority mentioned in the Preamble and approved by the later in writing before commencement of the work.
- 6.3** The Contractor shall be held responsible for the execution of the work according to the Program given above in full compliance of the various clauses of the Technical

specifications/guidelines, instructions / drawings etc. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.

6.4 Approach roads, where ever available can be used for carting materials. While RailTel may facilitate the contractor for getting approval from the Railways, if required, for carting the material to the site, the responsibility for ensuring that the material reaches the site in time, lies entirely with the contractor. The contractor has to bear the necessary expenses for carting the material to the site.

6.5 The contractor will program his work in such a manner so as not to interfere in the working and movement of trains.

7. **COMPETENT SUPERVISORS:** The Contractor shall place and keep competent representatives/Supervisors /Engineers as his representative on the works who will be authorized to receive and acknowledge materials issued by the RailTel and take all orders issued by the RailTel. The said representatives shall be present at site during working hours and any written orders or instructions which the purchaser's Engineer may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.

8. **TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.**

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

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

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

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

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

12 **INSPECTION OF MATERIALS**

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

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

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

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

13. **INSPECTION OF WORKS:** The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the

work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specifications/guidelines. In the event of rejection of any work already executed and not in accordance with specifications/guidelines as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/ replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the RailTel.

14. QUANTUM OF WORK AND VARIATION IN QUANTITIES

- (i) The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The quantities may vary within + / -25% of grand total of schedule of requirements (contract value) as included in the Letter of Acceptance to tender as per site requirement. The Purchaser reserves the right to increase or decrease by up to 25 % of the of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions.
- (ii) The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions.
 - (a) Quantity may also vary beyond 25% as per the following –
 - Rates for Quantity variation (i) beyond 25% up to 40% with 2% rebate, (ii) above 40% to 50% with 4% rebate and (iii) beyond 50%, rates will be negotiated by RailTel with Contractor.

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

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

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

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

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

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

19. PROVISIONAL ACCEPTANCE

19.1 Immediately after the completion of the work at each location or after completion of work in a NMDC Mine location or in specific area hereinafter referred as sub-section the contractor shall certify and advise the purchaser in writing that the installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over.

19.2 The test or tests specified in Technical supplement (section III) will be conducted jointly by purchaser, contractor & NMDC as soon as possible after receipt of advice of completion of one sub-section by purchaser from the contractor. The test schedule shall be finalized by mutual discussion between the contractor and M/S RailTel Corporation of India Limited, Secunderabad. Any component, modules, sub assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by tenderer.

19.3 After acceptance of completion of work at each NMDC Mine location by NMDC in writing, Purchaser's Engineer shall issue a **Provisional Acceptance certificate** for successful commissioning of entire section in the tender covering all materials and works/services included in the Schedule of works after the final acceptance test as per the approved test procedures enumerated under para 3.26 of chapter 3 i.e. specifications/guidelines, have been completed and the performance has been found to meet the specifications/guidelines. RailTel's/NMDC's decision in this respect shall be final. The Provisional Acceptance Certificate shall be signed by both the parties. The period of maintenance of works shall commence from the date of issue of last Provisional Acceptance Certificate.

20. Deleted

21. FINAL ACCEPTANCE

21.1 The final acceptance of the works completed shall take effect from the date of expiry of the period of maintenance supervision / defects liability period as defined above or the expiry of the last of the respective period of maintenance supervision of various sub-sections for which Provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract.

21.2 Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

22. Defect Liability Period:

- (I) The defect liability of the project shall be 12 months from the date of handing over of work (i.e. from the date of Operation Acceptance/issue of PAC/Completion certificate)
- (II) The Executive agency shall warrant that the offered BoQ or any part thereof under this contract shall be free from defects.
- (III) The Defect Liability Period shall be Twelve (12) months from the date of operation acceptance. If during the Defect Liability Period any defect be found, the Executing Agency shall promptly, in consultation and agreement with the employer and at the cost of the Executing Agency, repair, replace or otherwise make good such defect as well as any damage to the Employer caused by such defect.
- (IV) If the repair, replacement or making good is of such a character that it may affect the efficiency of the solution or any part thereof, the Employer may give to the Executing Agency a notice requiring that test of the defective part of the solutions shall be made by the Executing Agency immediately upon completion of such remedial work, whereupon the Executing Agency shall carry out such test. If such an element fails the test, the Executing Agency shall carry out further repair, replacement or making good (as the case may be) until the part of the solution passes such test. The test shall be agreed upon by the Employer and the Executing Agency. If the Executing Agency does not commence the rectification either by repair or replacement of such defect within 30 (thirty) days from the date of notice from the employer or does not complete the rectification with reasonable diligence and within a reasonable time, the Employer may, at its option, rectify the defects and the defects at the Executing Agency's expenses. The Employer shall, in such case, deduct from payment due to the Executing Agency the expenses incurred by the Employer of the remedy of such defects without prejudice to the other rights of the Employer under the MoU.
- (V) If the solution or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the BoQ/Solutions or such part, as the case may be, shall be extended by a period equal to the period during which the BoQ/Solution or such part cannot be used by the Employer because any of the foresides reasons.
- (VI) In addition, the Executing Agency shall also provide an extended warranty for any such replaced or repaired component for the period of minimum 12 months. Such obligation shall be addition to the defect liability specified under clause hereof.

23. INFRINGEMENTS OF PATENTS:

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

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

Act in that behalf by the authorized licensing Officer.

24.1 Labour Cess: The tenderers, for carrying out any construction work, must get themselves registered with the Registrar Officer under section-7 of the Building and other Construction workers Act 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering officer of the concerned State Govt. (Labour Dept). **As per this act, the tenderer shall be levied a cess@1% of cost of construction work, would be deducted from each bill. Cost of material when supplied under a separate schedule item, shall be outside the purview of cess**

24.2 Responsibilities of Contractor in respect of local taxing rules, local laws, employment for workers, Safety etc.:

The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as The Payment of Wages Act, The Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employee's Provident Fund Act, Employee's State Insurance Scheme, The Contract Labor (Regulations and Abolitions Act, 1970) and other Acts, Rules and Regulations for labor as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned authorities all such notice as may be required under law. All safety rules and codes as per Statutory / specifications/guidelines at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / material and work to be performed by him

25. DEFAULTS AND DELAYS: The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the Contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the Contractor without prejudice to any other right or remedy of the Purchaser.

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

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

27. PENALTY FOR DELAY IN COMPLETION

27.1 The contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of **0.5% per week or part thereof**

(rounded off to the nearest whole number) of the total value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.

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

27.3 Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. This penalty for delay in completion will be applicable separately for each stage of completion of work when two or more stage of completion, are specified in the contract. The purchaser's engineer shall at his sole discretion specify a time limit within which the unfinished portion of the work shall be completed after serving on the contractor a notice of Purchaser's intention to recover the said penalty in Form 11. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provisions in Para 33 to 35.

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

27.4 Penalty for damaging the infrastructure/assets of NMDC if any: For each case of damage a lump sum amount of Rs.1.50 lakh (Rupees one lakh and fifty thousand) shall be imposed in the case of any damage to NMDC infrastructure / assets. The penalty shall be multiple if it happens in multiples i.e. if damage is 2 times by the contractor, then the penalty imposed shall be Rs.3.00 lakh.

28 ADHERENCE OF TIME SCHEDULE

28.1 Timely completion of the work is the essence of the contract. Delay in execution will attract penalty in accordance with the provisions in above para 27.

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

29 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

29.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

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

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

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

referred to spura and duly notified as such to the Contractor.

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

30 Percentage / UNIT PRICES

30.1 Rate, Taxes & Duties

- i. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- iv. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- v. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- vi. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- vii. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- viii. In regards to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- ix. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- x. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- xi. Evaluation Criteria: inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.
On reverse charge by RailTel, wherever applicable.

- XII. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel**

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

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

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

33 TERMS OF PAYMENT:

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

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

34 PAYMENT SCHEDULE

Payment will be made on **Back-to-Back basis** i.e. on acceptance of completed work and receipt of funds for the same from NMDC.

34.1 Upon Execution—Monthly Running Bill: 90% payment will be made on completion of work in all respect between 2 (two) NEs (work has to be completed in all respects i.e. trenching, laying of HDPE duct, backfilling, completing all protection works, blowing termination and testing of OFC in site location including submission of As Built Drawing, power meter readings and OTDR Trances).

34.2 On Operational Acceptance: 10% payment will be made on operational acceptance by NMDC/issue of completion certificate / PAC for the tendered site/location.

35. Deleted

36. FINAL SETTLEMENT

On expiry of the Defect Liability Period and issue of the certificate of final acceptance of the entire installations, the SD (Para 3) will be released to the Contractor after receipt of any dues payable by the contractor. (Else the PBG/SD will be forfeited to settle any amount due) and the balance amount shall be paid.

37. CERTIFICATE FOR MODVAT /VAT BENEFITS ON BILLS - deleted

38 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

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

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

39 TAXES

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

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

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

40 Deleted

41 FORCE MAJEURE CLAUSE: If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God here-in-after referred to as event) then provided notice of the happening of any such event is give by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 30 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

42 SETTLEMENT OF DISPUTE AND ARBITRATION

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

43 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

43.1 If the Contractor should:

- (i) Become bankrupt or insolvent or
- (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than voluntary Liquidation for the purpose of amalgamation or reconstruction) , or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in clause-15 of SCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated

- period, or
- (ix) Fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
 - (x) Fail to take steps to employ competent or additional staff and labour as required under clause 7 of SCC, or
 - (xi) Fail to supply material and/or carry out the works as per contractual specifications/guidelines, or
 - (xii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- (xiii) Then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.
- (a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.
 - (b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit,
- 43.2 Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.
- 43.3 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:** In the event of any or several of the courses, referred in Sub-clause 43 above, being adopted:
- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
 - (b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
 - (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine exparte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of

termination of the contract been reasonably earned by or would reasonably assure to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site.

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

44.1 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 an 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 on 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 an 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."

SECTION-II

CHAPTER-3

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Qualifying Criteria / User's Certificate
Form No. 3	:	Agreement
Form No. 4	:	Guarantee Bond for Security Deposit /PBG
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond for on Accounts Payments and Stores Supplied
Form No. 7	:	Bank Guarantee for Mobilization Advance - Deleted
Form No. 8	:	Acknowledgement for receiving materials from RailTel
Form No. 9	:	Extension of period of completion of work on account of contractor
Form No. 10	:	Qualification /Experience
Form No. 11	:	Notarized Affidavit

FORM –I

PARA 6.7 (i) Section-II Chapter –I

OFFER LETTER

To
 Executive Director (Southern Region)
 RailTel Corporation of India Limited.,
 6th floor, Gumidelli towers,
 Begumpet, Hyderabad-500016

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 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 do the work of “Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna” as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work for each section within specified period mentioned in the preamble from the date of issue of Letter of Acceptance 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/guidelines for materials and works laid down by the RailTel for the present contract.

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

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

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

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

- 1.
- 2.

Form- 2 Para 15.1.5 Section-II Chapter - 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:

Signature of the User with Company Seal

Para- 2 Section-II Chapter II**AGREEMENT**

An agreement made this ---- day of ----- 2023 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at Regional Office at 6th Floor, 6A, Gumidelli Towers, Begumpet, Hyderabad – 16 (here in after referred as RailTel) of the One part; and M/s -----(Hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for Laying of OFC for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna as per Tender papers, the Contractor has submitted his offer. Where as the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of "Laying of OFC and allied works for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna as per the EOI/Tender document No. RailTel/SR/SC/EOI/2023-24/33 for Rs.----- (Rupees - ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide letter No. RailTel/SR/SC/EOI/2023-24/33-----dt. -----2022 at accepted rates as contained in the said LOA (Annexure-2 hereto) issued by RailTel with schedule of requirement and terms and conditions. Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of "Laying of OFC for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna for which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of "Laying of OFC for NMDC project of RailTel in NMDC Mine location at Bacheli & Panna & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure and in terms of conditions contained in Annexure-1 & 2.

Whereas Rs. -----/- towards balance security deposit will be recovered from bills at the rate of 10% of bill amount, M/s ----- submitted ----- dt ----- for Rs.-----/- towards PBG respectively for due fulfillment of the contract.

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

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

The contractor within named in the presence of:

1. Signatures Date Name in Block Capitals Address

2. Signatures

Date

Name in Block Capitals

Address

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

1. Signatures

Date

Name in Block Capitals

2. Signature Date Name in Block Capitals

Address:

Annexure '1': Tender Document..

Annexure '2': copy of Letter of Acceptance/PO

(Signature)_____ Dated: Complete with enclosures

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 Regional office at 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 ----- 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 2023
for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

FORM – 5

Para 4 Section-II ChapterI**Statement of Deviations****PROFORMA FOR STATEMENT OF DEVIATIONS**

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

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

- 1.2 Preamble

Clause	Deviation	Remarks
		(Including Justification)

- 1.3 Special conditions of Contract.
- | Clause | Deviation | Remarks |
|--------|-----------|---------------------------|
| | | (Including Justification) |

2. The following are the particulars of deviations from requirement of the technical specifications/guidelines.
- Annexure Clause Deviation Remarks (Including Justification)

Note:

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

FORM – 8 PARA 8.3 of Section-II Chapter – II

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILTEL

Station:

Date:

Sub: Receipt of Material from RailTel

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

Sl. No.

Description of Material

Quantity Remarks (Meter/No.) if any

Witnessed by:

(Signature of Engineer's Representative)

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

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 EOI/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/ <https://railtel.enivida.com>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

SECTION III

CHAPTER 1

Optical Fiber Laying Guidelines**1. Optical Fiber Laying Guidelines**

The Executing Agency shall prepare and submit for approval, specific construction drawings for all types of soil strata/crossings taking into consideration the guidelines given in this specification. The construction/implementation shall be carried out as per the approved drawings.

The construction drawings shall inter-alia include the longitudinal sectional diagram of the trench for different soil strata and detail arrangement of crossings, number of pipes, size of pipe, locations and position of manholes, other details as per the technical specifications. Route maps shall be drawn to the scale of 1:20,000. For convenient handling in the field, the map shall be made on 300mm(W) and lengths not exceeding 1190mm sheets with 30 mm overlap shown on subsequent sheets.

2. Clearances

The Executing Agency shall be responsible for obtaining necessary clearances for excavation / cabling/construction etc. from the authorities on behalf of the Owner and provide requisite copies of information, maps, survey report etc to the authorities. The Owner/Employer shall assist the Contractor in obtaining such clearances by providing the authority letter or any other relevant document. The Contractor shall make an all out effort with the concerned authority to get clearances expeditiously and to negotiate the least cost to the Owner/Employer. The Owner/Employer shall furnish all required bank guarantees directly to respective authority, if any required. In respect of any statutory fee payable, the same shall be payable by the contractor to respective authority and NMDC will reimburse same to contractor on submission of proof of payment. The Contractor shall ensure quick and speedy clearances in order to implement the project within stipulated schedule. In case the authorities have some objections on certain sections of routes proposed and are unwilling to provide clearances, the Contractor shall propose an alternate route, promptly carry out the survey and submit specific survey report for that and reapply for clearance after taking into account the comments/objections of the authority.

3. Excavation and Backfilling

The Contractor shall carry out excavation and backfilling of trenches in all kinds of soil strata such as normal soil, soft rock, hard rock for laying PLB HDPE pipe, RCC hume pipe and GI pipe.

4. Excavation

1). The cable trenches shall be dug as per route plan and detail trench drawings (indicating the various dimensions and other details of the trench) approved by the Owner/Employer for each type of soil strata. The Contractor shall take due care and precaution during excavation to avoid possible damage of other underground plants/facilities in the proposed underground fibre optic cable route and shall indemnify the Owner/Employer for all damages and shall be solely responsible for all the damages and losses. The Owner/Employer shall not be liable for any damages/losses.

2). For the purpose of this specification, soil strata types are defined below:

A). Normal Soil: All type of soil (i.e. dry, wet (partially or fully submerged)) except soft rock or hard rock as defined below.

B). **Soft Rock:** Lime stone, laterite, hard conglomerate or other fissured rock which can be quarried or split with crow bars, wedges or pickaxes. However, if required light blasting may be resorted to for loosening the material, but this will not in any way entitle the material to be classified as hard rock.

C). **Hard Rock:** Any rock excavation other than specified under Soft Rock, for which blasting, drilling, chiselling are required.

3). Depth of trench shall be at least 1200 mm in normal / soft soil. However, for rail & road crossings the trench depth shall be at least 600 mm. Depth of trench shall be at least 500 mm in hard rock. For excavation in hard rock, controlled blasting can be resorted to. The Contractor shall

obtain necessary permissions from the statutory authorities for blasting and the use of explosives for this purpose. No blasting is permitted near permanent work or dwellings. Blasting shall be so made that pits are as near to the designed dimensions as practicable. Jackhammers can also be used for the excavation. The width of trench at the top and bottom shall be adequate for proper installation of PLB HDPE pipes, RCC Hdpe pipes, GI pipes Warning tape, route marker and joint markers. The contractor shall submit the construction drawing for approval. The trench depth shall be measured from the bottom of the trench. Trench shall be located at the lowest point of lower area if possible. Trench shall not be constructed at field boundary or any up-heap. In case of uneven ground, the Contractor ensure that the bottom of the trench is not uneven, the Contractor shall maintain minimum depth of the trench as per specifications and may be required to increase the depth at some locations and provide a suitable gradient in the trench.

4). During the construction of trenches, the Contractor shall be responsible for shoring and strutting the walls of the trench on either side by using suitable means such as wooden planks to avoid subsidence of soil. The Contractor shall also be responsible for supporting the exposed plant/facilities of other utilities such as water, gas and oil pipes, electric, telephone or fibre optic cables etc. to avoid any possible damage. The Contractor shall also be responsible for any dewatering of the trench during digging and installation of pipes, if required.

5). In case it is necessary to get around a large obstacle such as a boulder or an underground plant/facility, which has not been anticipated earlier the trench may be given a gentle bend within permissible radius or by construction of a manhole. Wherever possible, it is preferable to avoid additional manholes.

6). The Purchaser Project Manager or his/her authorized representative will be the authority to decide the classification of the soil i.e. normal soil, soft rock or hard rock. In few cases where the required depth is not achievable, the Project manager may allow the lesser depth subject to providing the suitable protection such as providing the concrete casing of the installed ducts. For such cases, the contractor shall propose the suitable protection arrangement along with the reasons for non-achievability of the required depth and obtain the specific approval of the project manager before execution of the work. The decision of the Project Manager shall be final and binding on the Contractor.

6. Backfilling

1) After installation of PLB HDPE pipes, RCC hume pipes or GI pipes, the backfilling of the trench shall be done. The PLB HDPE pipes shall be backfilled with the excavated soil.

2) Final inspection of the backfilling shall be done jointly by the Executing Agency and Purchaser immediately after first monsoon and the Executing Agency shall rectify the defects, if any, without any cost to the Purchaser.

7. Marking

1). The Contractor shall provide markers, warning bricks and warning tape as stipulated below for the routes where new PLB HDPE pipes are installed under this package. A) Markers Route markers made of RCC (1:2:4) of length 1450 mm and a bottom cross section of 150mmx200mm tapering to 75mmx125mm at top shall be provided. Route markers shall be provided at 500 mm from the trench and away from the road centre, at an average of 100 m. Markers shall also be provided at major directional changes in route (from straight) and at both sides of all types of crossings. 500 mm of the marker shall be underground and 300 mm shall be above the ground. The portion of route markers above ground shall be painted with synthetic enamel paint. 2). Joint Markers shall be provided at each joint location and shall be same as route markers except that they shall be in different colour. In case joint markers and route markers fall at the same location, route marker shall not be installed and only joint marker shall be provided. 3). All Markers shall be Engraved vertically as NAME OF UTILTIY in 500 mm portion above the ground area and filled with fluorescent white colour. The marking shall face the road.

B) Warning Tape: A warning tape, made of HDPE or LDPE (Low Density Poly Ethylene) other suitable inert material, containing a printed message WARNING: Name of utility Fibre Optic Cable below shall also be laid over the pipe, throughout the cable route at a depth of 500 mm in normal soil (the depth in soft rock and hard rock shall be proposed by the Contractor and approved by the

Owner/Employer), for warning the person who is excavating the trench. The width of the tape shall be at least 100 mm and thickness of the tape shall be at least 500 micro meters. The life of the warning tape shall be at least 25 years.

8. Installation of PLB HDPE Pipe

1). Two PLB HDPE pipes two PLB HDPE pipes (one spare for future use) shall be laid. Two PLB HDPE pipes shall be laid side by side (minimum spacing 30 mm) at bottom of the trench after making the surface smooth and providing 80 mm of sieved, stone free sand bedding. After laying the pipe additional sieved sand shall be added to increase the height of the sand layer to a total of 200 mm hence positioning the PLB HDPE pipe in the middle of the layer. In case of unavoidable rat infected areas along the finalised route, pebbles of dia 20 mm (nominal) shall be used in place of the sand. Other important steps are described as under: a. PLB HDPE Pipe shall be laid in a flat bottom trench free from stones, sharp edged debris. Pipe shall not be laid in water filled trenches. b. The Pipe shall be placed in trenches as straight as possible. Minimum bending radius of pipe and fibre optic cable shall always to be taken into account. c. The ends of pipes shall always be closed with end plugs to avoid ingress of mud, water or dust i.e. all pipe opening shall be sealed to avoid entry of foreign material. d. The pipes shall be joined tightly & properly through plastic couplers and the joint shall be smooth and free from steps. The joints shall be made properly so that it passes the duct integrity test. All joints shall be assembled with proper tools only. e. Coupler shall not be placed along the bend portion of the pipe and hacksaw shall never be used to cut the pipe. f. Cable sealing plugs shall be provided at all manhole locations and at locations cable is coming out of the pipe and empty pipe ends i.e. all pipe openings shall be sealed to avoid entry of foreign objects. g. PLB HDPE pipes shall be installed in a manner that fibre optic cable can be pulled, blown, de-blown without damaging the fibre optic cable due to stresses. 2). The Executing Agency shall get inspected, by a representative of Purchaser, all joints before carrying out the backfilling. Joints shall be visually inspected and checked for tightness.

8. Reinstatement

The Executing Agency shall be required to carry out reinstatement of the excavated area in case the concerned authority requires so. Reinstatement shall include all works necessary (such as reconstruction of metaled / asphalt road, foot path etc) to restore the excavated area to original quality and shape.

9. Underground Fibre Optic Cable Installation

The cable shall be installed inside one of the 40mm diameter PLB HDPE pipes installed under this package along the route(s). The cable shall be installed by compressed air blowing technique. The cable blowing machine shall be suitable for blowing the proposed section lengths of fibre optic cables. As various utilities have already installed their fibre optic cables in the existing PLB HDPE pipe routes, the Contractor shall take due care and precaution during installation of fibre optic cable and the rectifications work to avoid possible damage of ducts / OFC of other utilities. The Contractor shall indemnify the Owner/Employer for all the damages and the Contractor shall be solely responsible for the damages and losses. The Owner/Employer shall not be liable for any such damages. Executing Agency shall provide armoured fibre optic cable (TEC approved design) in some of the sections, which are not suitable for unarmoured cable installation in ducts (example: highly rat infected sections). The armoured fibre optic cable shall also be installed inside the PLB HDPE pipe / GI pipe / RCC pipe, as applicable. The routes and types of installation shall be finalized during project execution based on the site survey report and actual requirements. The Contractor shall propose the exact methods and procedures for installation taking into consideration the following guidelines, for approval by the Owner/Employer. a). The Optical Fibre Cable Drums shall be handled with utmost care. The drum shall not be subjected to shocks by dropping etc. They shall not be normally rolled along the ground for long distance and when rolled, shall in the direction indicated by the arrow. The battens shall be removed only at the time of actual laying. b). A blowing machine in association with an appropriate compressor shall be used for blowing. c). Temporary blowing chambers (if required) shall be constructed and then backfilled after blowing operation is completed. d). Locations along the route, which provide easy access points for blowing machine and compressor, shall be determined. e). Before starting the cable blowing, both PLB HDPE pipes

installed under this package shall be checked for obstacles or damage. The already installed PLB HDPE pipe wherein cable are to be installed under this package shall also be checked for obstacles or damage. Checking shall be done by using a proper sized mandrel equipped with a transmitting device. f). Always blow downhill wherever possible. g). Multiple blowing machines may be used in tandem if so required Installation by pulling may be permitted by the Owner/Employer in specific cases where installation by blowing is not feasible. In case pulling is used, the pulling speed shall be determined considering the site condition. Care must be taken not to violate the minimum bending radius applicable for the fibre optic cable. Tension in the cable during laying shall not exceed tension limit of the offered FO cable and the cable should not be damaged during or after the pulling. While installing the cable, excess length of about 10 meters shall be stored at each joint location for each side. Excess length of 10 m shall be kept at one ends of a road crossing, culvert crossing and 20 meters at one end of bridges.

10 Trenchless Digging:

Trenchless digging may be used in short section for crossing National highways, important road or rail crossings or wherever the soil strata permits.

11 Road Cutting:

Road cutting for laying of cables should be avoided. If possible, space below the culverts should be used for crossing the roads. If Road cutting is unavoidable after laying cable the cut portion of the Road should be properly concreted / tarred.

12 Laying of Cables in Conveyor:

Where ever the cables are to be laid inside conveyor tunnel, proper cable trays should be used or HDPE Pipe should be fixed with proper U-type hooks. The labelling on the HDPE Pipes should be done with fluorescent paint or stickers.

13. OFC Laying through Conveyor Belt

a). HDPE Duct to be drawn in existing cable tray and tied with GI wire/ Heavy plastic ties for every 2 m. Suitable U clamps/ hooks are to be fixed wherever cable tray is not available. b). 12/24F OFC to be drawn in the HDPE pipe without twists in the cable. c). Cable identification labelling should be done on HDPE Duct with fluorescent paint or stickers at every 50 m.

16. Reports to be submitted:

- 1) OTDR traces for all fibers from A to B and B to A.
- 2) Power readings for all fibers from A to B and B to A.
- 3) As-build drawings in CAD and two hard copies.

17. Additional HDPE DUCT in the existing Trench:

Cable identification labelling should be done with fluorescent paint or stickers at every 100 m for all the HDPE ducts laid in the same trench. Cable identification labelling to be done all OFC cable loops in the RCC Joint chamber

18. Drawing of OFC on Existing Poles:

Drawing of 12F Armoured OFC on existing electrical poles using suitable fixtures (as per type of electrical pole). The OFC to be twisted with GI wire on both sides of the pole to the extent of 30-50 cm without damage to OFC.

*****End of the Document*****