



RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
Phone :011-22900600, Fax : 011-2290069

RailTel CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

ELECTRONIC TENDER DOCUMENT

FOR

"Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 Nos Passenger lifts suitable for 10 passengers along with all the work including buy back of old lifts with five years Comprehensive Maintenance Contract after one year warranty Period"

खुली-E-निविदा : RailTel/Tender/OT/ELECT/DC/2024-25/Passenger Lifts/01

OPEN E- TENDER NO: RailTel/Tender/OT/ELECT/DC/2024-25/Passenger Lifts/01

Due date for opening: 22.05.2024

Cost of Tender document: NIL
Tender Processing fee : Rs 5344/- (Incl GST)

RAILTEL

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by RAILTEL Corporation of India Ltd. (RAILTEL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The TENDER is not an offer by RAILTEL, but an invitation for bidders' responses. No contractual obligation on behalf of RAILTEL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of RAILTEL and the Bidder.



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RailTel Corporation of India Limited
Plate A, 6th Floor, Office Block-II, NBCC East Kidwai Nagar, New Delhi
– 110023 , Phone : 0124 – 27140000, FAX- 0124-4236084

E-Tender No. RailTel/Tender/OT/ELECT/DC/2024-25/Passenger Lifts/01

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders for "**Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 Nos Passenger lifts suitable for 10 passengers along with all the work including buy back of old lifts with five years Comprehensive Maintenance Contract after one year warranty Period**" as per the technical/ functional specification given in the TENDER.

The other details are as under:

a)	Availability of Tender on https://railtel.enivida.com Portal	From 01/05/2024
b)	Last date & Time for submission of queries for any clarification	18:00 Hrs. 15/05/2024
c)	Last date & Time for Submission of bids	Up to 15:00 hrs. of 22/05/2024
d)	Opening of bids	15:30 Hrs. of 22/05/2024
e)	Completion Period	9 months.
f)	Estimated Cost	Rs. 45,29,000/-
g)	Earnest Money (EMD)*	Rs 90,600 /- (Rupees Ninety Thousand Six Hundred only),
h)	Cost of Tender Document*	NIL
i)	e-Tendering portal for submission of bids	https://railtel.enivida.com

* To be submitted through <https://railtel.enivida.com> portal.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com. or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

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

S.Aftab Ahmad
JGM/Electrical/ RailTel

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ई-निविदा संख्या : रेलटेल/निविदा/ओटी/इलेक्ट्र/डीसी/2024-25/यात्री लिफ्ट/01

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) 10 यात्रियों के लिए उपयुक्त 2 यात्री लिफ्टों के डिजाइन, विनिर्माण, आपूर्ति, निर्माण, परीक्षण और कमीशनिंग के साथ-साथ पांच साल के व्यापक अनुभव के साथ पुरानी लिफ्टों को वापस खरीदने सहित सभी कार्यों के लिए ई-निविदाएं आमंत्रित करता है। एक वर्ष की वारंटी अवधि के बाद रखरखाव अनुबंध "निविदा में दिए गए तकनीकी/कार्यात्मक विनिर्देश के अनुसार।

अन्य विवरण इस प्रकार हैं:

1.	https://railtel.enivida.com पोर्टल पर निविदा की उपलब्धता।	01/05/2024 से
2.	किसी भी स्पष्टीकरण के लिए प्रश्न प्रस्तुत करने की अंतिम तिथि और समय।	18:00 बजे। 15/05/2024
3.	बोलियां जमा करने की अंतिम तिथि और समय	15:00 बजे तक. 22/05/2024 का
4.	बोलियों का खुलना	15:30 बजे। 22/05/2024 का
5.	समापन अवधि	9 महीने.
6.	अनुमानित लागत	रु. 45,29,000/-
7.	बयाना राशि (ईएमडी)*	रु. 90,600/- (रुपए नब्बे हजार छह सौ मात्र)
8.	निविदा दस्तावेज़ की लागत*	शून्य
9.	बोलियां जमा करने के लिए ई-टेंडरिंग पोर्टल	https://railtel.enivida.com

* <https://railtel.enivida.com> पोर्टल के माध्यम से जमा किया जाना है।

नोट: निविदा सूचना और निविदा दस्तावेज़ रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com से डाउनलोड किए जा सकते हैं। या ई-टेंडरिंग पोर्टल <https://railtel.enivida.com> से। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को आवश्यक रूप से पोर्टल <https://railtel.enivida.com> से निविदा दस्तावेज़ की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। भविष्य की सभी जानकारी अर्थात्. इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज़ की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी।

बोली लगाने वाले को बोली की तैयारी, प्रस्तुतिकरण/भागीदारी से जुड़ी सभी लागतें वहन करनी होंगी। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना रेलटेल किसी भी तरह से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

एस.आफ़ताब अहमद
 संयुक्त महाप्रबंधक / विद्युत/ रेलटेल

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(This tender document consists of 94 pages)

Section-I

CHAPTER-1
Schedule of Requirement (Price Schedule)

(To be filled up completely, duly signed & stamped and uploaded on <https://railtel.enivida.com>)

Name of the Bidder:

Name & Address of the Company:

1. Invitation to bidder

This invitation to Bidder is for open tender for "Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 Nos Passenger lifts suitable for 10 passengers along with all the work including buy back of old lifts with five Years Comprehensive Maintenance Contract after one year's warranty Period"

The key requirement of the work:

SOR Part A							
S.No	Description of material & work	HSN Code	Total Qty	Price per unit in Rs		Price in Rs including GST	Total Amount In Rs
				Price	GST		
1	Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 Nos Passenger lifts suitable for 10 passengers		2				
2	All Civil and Electrical Work as per requirement for item no.1 above		Job				
3	Total Amount in figures (Inclusive of all Taxes)						
4	Total Amount in words (Inclusive of all Taxes)						



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SOR Part B (Buy Back on as is where is basis)							
S N	Description of material & work	HSN Code	Total Qty	Price	Taxes	Price Including Taxes	Total Amount In Rs. (Including Taxes)
1	Supply of old 10 passengers lift of make Techno including dismantling and transportation charges		2				
2	Total Amount in Figures (Inclusive of all Taxes)						
3	Total Amount in Words (Inclusive of all Taxes)						

SOR Part C (To start after one year warranty period)															
S.N	Description of work	HSN Code	Ist Year		IInd Year		IIIrd Year		IVth Year		Vth Year		Total of all the Five years		
			Basic Price	Taxes	Basic Price	Taxes	Basic Price	Taxes	Basic Price	Taxes	Basic Price	Taxes	Basic Price	Taxes	
1.	Comprehensive Annual Maintenance Contract after one year of warranty period														
2	Total Amount in Figures (Inclusive of all Taxes)														
3	Total Amount in Words (Inclusive of all Taxes)														

SOR Part D				
S.N	Description of work	Total Amount without Taxes	Total Taxes	Total Amount Inclusive of Taxes
1.	SOR Part A			
2.	SOR Part B			
3.	SOR Part C			
4.	Total Net Value in Figures (SOR A – SOR B + SOR C) Inclusive of all Taxes			
5.	Total Net Value in Words Inclusive of all taxes			

Note:	
I.	Tenderer is requested to do the site survey before offering the prices.
II.	Detailed technical specification for the SOR is mentioned in chapter 4B (Technical Specification)
III.	a) Rates quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 2) to the site /transported to the location. b) It shall be the responsibility of Tenderer to transport the equipment to site for Installation & Commissioning.
IV.	Details of buy-back existing lifts are given above as in Part B .
V.	Tenderer has to issue PO for the buy-back items as per the break-up given in Part B of SOR above and RailTel will raise the invoice for the same.
VI.	a) The tenderer will be fully responsible for Supply of Equipment and all related items for installation, testing and commissioning of the equipment. b) Spares required for Commissioning; maintenance supervision & warranty period shall be maintained by the Contractor at his own cost. c) All other accessories required for installation.
VII.	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM
VIII.	The Bidder should have authorization specific to this tender from respective OEM. Bidder has to quote only one OEM against SOR
IX.	Bidder has to quote for SOR and evaluation will be done on totality as given in Part D above



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Information to Bidder for Compliance:

1. All items should be quoted as per technical specifications defined in Chapter-4 B.
2. The above prices are inclusive of all taxes, duties including excise duty, GST, Octroi, Local levies, freight, insurance etc.
3. The Vendor supply materials will be made available at RailTel Gurugram and transportation is to be done by contractor.
4. Tenderer shall go through the items of works & rates of SOW with other conditions.
5. Tenderer shall furnish the various credential details as per the documents for eligibility criteria as mentioned in tender document.
6. All site conditions pertaining to clearance of site and execution of works will have to be managed by the successful bidder.
7. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.
8. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.

Commercial Terms and Conditions

9. Prices quoted shall remain firm and binding (without any escalation whatsoever) from the date of signing of contract and till its completion.
10. The successful bidder will have to submit the item wise breakup of basic rates and taxes as applicable before the award of the contract.
11. In case of any downward revision in prices due to any reason, bidder shall Pass on the benefit to RAILTEL with immediate effect.
12. GSTIN ID of vendor must be furnished from where goods will be supplied.

Note: If any taxes to be paid by the RAILTEL it should be mentioned explicitly. RAILTEL will not be making any other payment except those mentioned in the bid.



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

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

Reference	Description
Tender Notice	Name of work: "Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 No .s Passenger lifts suitable for 10 passengers along with all the work including buy back of old lifts with five Years Comprehensive Maintenance Contract after one years warranty Period"
Clause 6.16, Chapter-6	Validity of offer 120 days.
Clause 8.28 Chapter-8	Warranty The completed work is to be warranted for 12 Months from date of issuance of PAC
Clause 3.2, Chapter-3	Delivery Period The major part of material required for installation should be supplied within 90 days from the date of issue of Purchase Order/LOA.
Clause3.3, Chapter-3	<p>3.3.1 Eligibility Criteria:</p> <p>Eligibility Criteria :</p> <ol style="list-style-type: none"> 1. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or Authorized Dealer/Partner of OEM specifically authorized by OEM for bidding in this tender. Tenderer should have experience of similar work. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of offered system and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. 2. 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: <ul style="list-style-type: none"> Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender. <p>Similar Work: Supply, Installation, Testing & Commissioning of Passenger/Luggage lifts with or without AMC.</p> 3. All the document of the Bidder should be in English/Hindi language only. Document other than English/Hindi will not be entertained. However, Tech. Specifications and details should be in English only. 4. The Bidder either OEM or its Authorized Dealer/Partner should not have been blacklisted at any time by RailTel/Railways or any other Ministry/Department of Government of India/Public Sector Enterprise.

5. The Bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.
6. The Bidder should have registered office in India for a minimum period of 3 years as on scheduled date of bid opening. Certificate of incorporation will have to be submitted.
7. The Bidder should have authorization specific to this tender from respective OEM as per **Annex-II of Chapter 9**.
8. The passenger lift of capacity as detailed in SOR offered by the bidder of the same OEM should have been satisfactorily working in any Govt./Semi Govt./PSU/State Govt for at least 12 months as on date of opening of tender in India or abroad. The certificates from actual user/s have to be submitted for this purpose along with the bid. Scanned copies of documents to be uploaded on Portal <https://eproc.railtelenivida.com> The certificates thus submitted should contain the following details:

SN	User (Customer Name)	Signatory or Authorized contact person of the user			Model/ Type of equipt.	Qty	Period	Page no. of bid.
		Name	Contact No.	E-mail Id				
1								
2								

9. Non-submission of any of the documents required for the due fulfillment of eligibility criteria as above will lead to rejection of the offer.

Clause 7.2, Chapter-7	Purchaser's Right to Vary Quantities Up to a maximum extent of +/- 25 % of contract value.
Clause 6.4, Chapter-6	Earnest Money Deposit (EMD)/ Bid Security: Rs 90,600/- (Rs Ninety Thousand Six Hundred Only) Through portal https://railtel.enivida.com
Tender Notice	Last Date of Submission of Offer Date: 22/05/2024 Time: 15:00 hours
Tender Notice	Date of Opening of Tender Date: 22/05/2024 Time: 15:30 hours Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CHAPTER – 2 A E-tendering Instructions to Bidders

2.0 General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in **Chapter- 6** of the Tender Document. Submission of bids only through online process is mandatory for this tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now the Government of India has made e-Tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering RailTel has decided to use the portal <https://railtel.enivida.com> It is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. The link of e-procurement portal is also given on our official RailTel portal i.e www.railtelindia.com under TENDER TAB.

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

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

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

2.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. 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.
7. **The scanned copies of all original documents should be uploaded in pdf format on**

E-tender portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

2.2 SEARCHING FOR TENDER DOCUMENTS

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

2.3 PREPARATION OF BIDS

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

2.4. SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and to enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been

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

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

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

2.5 For any clarification in using e Nivida Portal:

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

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

Phone No. 011 - 49606060

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

2.6 Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the bid in single envelope "ONLINE".

2.7 RailTel Contact (for general Information)

a) Syed Aftab Ahmad, JGM (Electrical)

RailTel Corporation of India Ltd, Plot No 143,
Sector -44, Gurugram-122003
Tel. No.: +91 124 2714000,
Mob No. 9717644071
Email: aftab@railtelindia.com

Details of the contact person for any clarification:

- b) **Kamal Kishore, Sr Manager (Electrical)**
RailTel Corporation of India Ltd,
Plate-A, 6th Floor, Office Block Tower-2, NBCC, East Kidwai Nagar,
New Delhi-110023
Tel. No.: +91 124 2714000,
Mob No. 8287512832
Email: kamal72@railtelindia.com

And regarding any site related clarification in Gurugram, detail of contact Person:

- c) **Ajay Kumar Mehto (Sr Mgr/Electrical)**
RailTel Corporation of India Ltd, Plot No 143,
Sector -44, Gurugram-122003
Tel. No.: +91 124 2714000,
Mob No. 9717649427
Email: amahto@railtelindia.com

2.8 Bid related Information for this Tender

The entire bid-submission would be online on <https://railtel.enivida.com>

Broad outline of submissions are as follows:

- a. Submission of Earnest Money Deposit (EMD)
- b. Submission of digitally signed copy of Tender Documents/Addenda
- c. Single Packet (Credential/ Techno commercial cum Price Bid)
- d. Online response to Terms & Conditions of Tender.
- e. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

2.9 Submission of Eligibility Criteria related documents:

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE only.

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

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

2.10 Award of Contracts, & Financial Evaluation

After the evaluation of proposals, on the basis of credentials submitted along with the bid, L-1 (Eligible Lowest bidder) would be decided on the lowest price offer in totality quoted by it on e Nivida.

CHAPTER-3

SPECIAL TENDER CONDITIONS

3.1 Introduction

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

- i) All material needed for completion and commissioning of work will be supplied by contractor as part of installation and commissioning.
- ii) The tenderer should quote rates in SOR.
- iii) The rates in **SOR (Part A, B, C & D)** should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in “words” shall be taken as correct. If more than one improper rate is tendered for the same item, the tender is liable to be rejected.
 - a) Each page of the tender papers is to be signed and dated by the tenderer(s) or such person (s) on his/their behalf who is/are legally authorized to signed for him/them.
 - b) **Erasures and/or alteration**-Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

The successful Bidder will have to complete the works by the intended completion date specified in the contract data.

3.2 Delivery Period:

Major part of Material (e.g., Passenger Lifts along with accessories) is required to be delivered by the supplier at the location/consignee within **90 days** from the date of issue of Purchase order. The successful bidder will be required to submit the acceptance of order within the period of 7 days from the date of placing order. In case of delay on part of bidder in completion of project or initiating services will attract a penalty / termination of contract as defined in this TENDER and forfeiture of EMD. Delivery of materials and completion of the work and performance of the completed work shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the work and other terms & conditions as specified in the TENDER. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of penalty, invocation of Performance Bank Guarantee and/or termination of contract.

3.3 Eligibility Criteria:

The eligibility criteria in table form for the bidder is as under:

S.N	Eligibility Criteria	Supporting Documents to be submitted
1	The Bidder and the OEM should not have been blacklisted at any time by RailTel/Railways or any other Ministry/Department of Government of India/Public Sector Enterprise.	Undertaking on the stamp paper by the bidder to this effect to be Submitted.

<p>2</p>	<p>Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized Vendor/Partner of OEM</p>	<p>1. The passenger lift of same OEM of capacity as detailed in SOR offered by the bidder should have been satisfactorily working in any Govt./Semi Govt./PSU/State Govt for at least 12 months as on date of opening of tender in India or abroad. The certificates of satisfactory performance from actual user/s have to be submitted for this purpose along with the bid. Scanned copies of documents to be uploaded on Portal https://eproc.railtelenivida.com.The certificates thus submitted should contain the following details:</p> <table border="1" data-bbox="702 502 1368 923"> <thead> <tr> <th data-bbox="702 502 765 828">S N</th> <th data-bbox="765 502 851 828">User (Cust omer Name)</th> <th colspan="3" data-bbox="851 502 1083 685">Signatory or Authorized contact person of the user</th> <th data-bbox="1083 502 1157 828">Mod el/T ype of equi pt.</th> <th data-bbox="1157 502 1219 828">Qt y</th> <th data-bbox="1219 502 1293 828">Peri od</th> <th data-bbox="1293 502 1368 828">Pag e no. of bid.</th> </tr> <tr> <td></td> <td></td> <th data-bbox="851 685 926 828">Na me</th> <th data-bbox="926 685 1005 828">Con tact No.</th> <th data-bbox="1005 685 1083 828">E- mail Id</th> <td></td> <td></td> <td></td> <td></td> </tr> </thead> <tbody> <tr> <td data-bbox="702 828 765 875">1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td data-bbox="702 875 765 923">2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>2. The certificates of satisfactory performance from actual user/s have to be submitted for this purpose along with the bid. Scanned copies of documents to be uploaded on Portal https://railtel.enivida.com</p>	S N	User (Cust omer Name)	Signatory or Authorized contact person of the user			Mod el/T ype of equi pt.	Qt y	Peri od	Pag e no. of bid.			Na me	Con tact No.	E- mail Id					1									2								
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<p>3</p>	<p>The Bidder should have authorization specific to this tender from respective OEM. Bidder has to quote only one OEM against one SOR</p>	<p>The Bidder should have authorization specific to this tender from respective OEM as per Annex-II of Chapter 9.</p>																																				
<p>4</p>	<p>The bidder must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender. Similar Work: Supply, Installation, Testing & Commissioning of Passenger/Luggage lifts with or without AMC.</p>	<p>Work Order / LI and Client letter for satisfactory performance/completion of the work. (PO from parent company to subsidiary company will not be considered, PO from third party to Parent company will be considered).</p>																																				
<p>5</p>	<p>The sum total of the turnover of (contract amount) during the last preceding three financial years (i.e. current year and three</p>	<p>The bidder should submit the audited financial statement for the FY 2021-22, 2022-23 & 2023-24 duly certified by Chartered Accountant (CA).</p>																																				

	previous financial year) up to the date of opening of tender should be minimum Rs. 67.95 Lacs (i.e., 150% of tender value).	
6	The bidder should have valid GST registration number and PAN number or TIN number or its equivalent registered number relevant in their country where the company is registered.	Copy of certificate.

3.3.1 Eligibility Criteria Compliance

S.N	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)	Details of Proof Attached at Page no.																					
1	The Bidder and the OEM should not have been blacklisted at any time by RailTel/Railways or any other Ministry/Department of Government of India/Public Sector Enterprise.	Undertaking on the stamp paper by the bidder to this effect to be Submitted.																							
2	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized Vendor/Partner of OEM	<p>1. The passenger lift of same OEM of capacity as detailed in SOR offered by the bidder should have been satisfactorily working in any Govt./Semi Govt./PSU/State Govt for at least 12 months as on date of opening of tender in India or abroad. The certificates of satisfactory performance from actual user/s have to be submitted for this purpose along with the bid. Scanned copies of documents to be uploaded on Portal https://eproc.railtelenivida.com .The certificates thus submitted should contain the</p> <table border="1" data-bbox="567 1623 1213 2096"> <thead> <tr> <th>S N</th> <th>User (Customer Name)</th> <th>Signatory or Authorized contact person of the user</th> <th>Model /Type of equipment.</th> <th>Qty</th> <th>Period</th> <th>Page no. of bid.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>Name Contact No. E-mail Id</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>2. The certificates of satisfactory performance from actual user/s have to be submitted for this purpose along with the bid. Scanned copies of</p>	S N	User (Customer Name)	Signatory or Authorized contact person of the user	Model /Type of equipment.	Qty	Period	Page no. of bid.	1		Name Contact No. E-mail Id					2								
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		documents to be uploaded on Portal https://railtel.enivida.com		
3	The Bidder should have authorization specific to this tender from respective OEM. Bidder has to quote only one OEM against one SOR	Supporting documents to be attached		
4	<p>The bidder 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:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>Similar Work:Supply, Installation, Testing & Commissioning of Passenger/Luggage lifts with or without AMC.</p>	Work Order / LoI and Client letter for satisfactory performance/completion of the work.. (PO from parent company to subsidiary company will not be considered, PO from third party to Parent company will be considered).		
5	The sum total of the turnover (contract amount) during the last preceding three financial years (i.e. current year and three previous financial year) up to the date of opening of tender should be minimum Rs. 67.95 Lacs (i.e., 150% of tender value).	The bidder should submit the audited Financial statement for the FY 2021-22, 2022-23 & 2023-24 duly certified by Chartered Accountant (CA).		
6	The bidder should have valid GST registration number and PAN number or TIN number or its equivalent registered number relevant in their country	Copy of certificate.		

where the company is registered.			
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3.3.2 Submission of Certificates

- 3.3.2.1 To meet the eligibility criteria of clause 3.3 the certificates to be submitted along with the Bid may be in the name of the bidder either partner as applicable based on their role and items in the schedule.
- 3.3.2.2 The PBG as required in the relevant clauses of tender document will be submitted by Bidder. The bidder shall be solely responsible for supply, commissioning & warranty support of the equipment.
- 3.3.2.3 The EMD shall be submitted by the bidder.

3.4 Evaluation Criteria:

The bidder shall quote the equipment prices as per the price format given in the chapter 1. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.

Bidder has to quote for SOR A , SOR B & SOR C and evaluation will be done on the basis of total net Amount that arrives in Part D above

Offers from the tenderers not meeting the eligibility criteria will not be considered. Any optional item/modules, accessories etc. required for meeting the tender criteria may be quoted separately, if required. The tenderer should indicate brand name, type / model number of the material offered.

Note: 1. RailTel may discharge the tender at any stage without assigning any reason.

3.5 Issue of Advance Purchase Order and Sub-POs:

Deleted

3.6 Bill Passing & Paying Authority:

Accounting unit/bill passing unit for the supplies under SOR is JGM/Electrical /RailTel /Gurugram

3.7 SPLITTING OF QUANTITY-

Deleted

3.8 Make in India clause

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

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

3.8.1

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

3.8.2 Verification of local content:

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

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

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

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

3.8.4 Exemption of small purchases: Notwithstanding anything contained in Para 3.9.3, procurements where the estimated value to be procured is less than Rs.5 Lakhs is exempted.

3.9 For NSIC registered Firm

- 1. For small scale units registered with NSIC under single point registration Scheme and having MSME certificate and participating in this tender enquiry, following exemptions are available: -
 - i) They are exempted from cost of tender documents.

- ii) They are also exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.=

2. No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
3. The participating MSEs in a tender, quoting price within the band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their prices to the L1 price, in situation where L1 is from someone other than an MSE. Such MSEs shall be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

NOTE:

This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

3.10 Updation of Labour data on Railway’s shramik kalyan Portal

- 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 in 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 one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B.** While processing payment of any ‘On Account bill’ or ‘Final bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____ Month, _____ Year.”

3.11 Clarification Requests:

It is solicited that the written queries/ clarifications may be sent to RailTel’s office latest by the date as indicated in the Bid Data sheet (BDS) through e-mail to with copy to (in word format) & hard copy by post.

3.12 Payment Terms:

The payment will be released in accordance with Clause 3.16 i.e., of Inspection, Checking & Testing of this Chapter. The bidder will be solely responsible for pre-inspected material for Quality Assurance including pre-dispatch inspection/ testing at manufacturers site **authorized representative of RailTel.**

Payment shall be made in Indian Currency (Rs) of scheduled supply items would be made on receipt of major material required for the installation by the consignee (at site / the stores) duly inspected and on submission of the following documents subject to any deduction, adjustment or recovery which RailTel may be entitled to make under the contract:

- i. Invoice.
- ii. Delivery Challan/E-way bill
- iii. Contractor's certificate of dispatch
- iv. Undertaking against Fall Clause
- v. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty / guarantee certificate
- viii. Performance Bank Guarantee
- ix. Packing List

The Progress payment will be as given herein:

- i) 75% of payment of scheduled item given in **SOR A** will be made against receipt of major material required for the installation at site i.e Gurugram office.
- ii) 15% of payment of scheduled item given in **SOR A** will be made against successful installation, testing and commissioning of the same at site i.e., **SAT** duly certified by **site engineer/ consignee**.
- iii) 5% of payment of scheduled item given in **SOR A** will be made against successful installation, testing and commissioning of the same at site and subject to issuance of **PAC** by the JGM/Electrical provided the all the required conditions of contract are met.
- iv) Remaining 5% payment of scheduled item given in **SOR A** will be made against successful completion of guarantee/warranty period of one year.

Note : Major Material wherever mentioned in this document stands for "Supply of Passenger Cars with associated assemblies at site"

RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the JGM/Elect/RailTel/ Gurugram for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

The breakup of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

3.13 Limitation of Liability:

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

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

3.14 Tax variation:

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

3.15 Care in Submission of Tender:

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

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

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

3.16 Inspection, Checking & Testing:

Pre-shipment/ Pre-dispatch inspection shall be carried out at manufacturer's/supplier's works by authorized representative of RailTel. The material should be offered for inspection after the material becomes ready for the same at manufacturer's/supplier's works. Travelling, Lodging & Boarding expenses of RailTel's representative and charges for 3rd party inspection, if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacture/supplier free of cost.

Along with inspection call, the manufacturer / supplier shall submit the details of test procedures, test program, test parameters together with permitted values and also their Quality Assurance plan.

In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer /supplier. In such case, total cost of re-inspection including travel, lodging and boarding of the inspecting officials shall be borne by the manufacturer /supplier.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of test/inspection.

3.17 INSURANCE: The materials will be dispatched to the location duly insured by the vendor.LR particulars to be informed to the consignee's location by the vendor. The receiving location will inspect the goods and inform the vendor details of breakage / damage / shortage if any, to enable the vendor to lodge a claim with insurance company. Insurance shall be to vendor's account as supply is on door delivery basis. The insurance charges should be borne by the vendor.

3.18 Deleted

3.19 Tools & Plant- The contractor shall arrange at his own cost all tools, Plants etc. necessary for erection, testing, and commissioning of the equipment's to ensure compliance with the specification.

- a) Contractor's drawings etc.
- b) Any calculations, designs, drawings, schedules, information data, progress charts etc. required by the Purchaser's Engineer in connection with the contract, shall be furnished by the Contractor at his own expenses. The contractor will not be required to furnish drawings, designs and calculations etc for basic designs and employment schedules provided by the Purchaser in case no modification/deviation is proposed by the contractor for a particular basic design/employment schedule.
- c) Contractor's Responsibility for discrepancy
- d) All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor unless the Purchaser insists on adoption of his own designs in spite of the Contractor not being agreeable to it.

3.20 Training of Purchaser's Staff – The contractor shall impart training to RailTel staff free of cost. Contents of training and number of staff for training shall be mutually decided.

3.21 Work by other Agencies-

- a) Any other works undertaken at the same time by the Purchaser or the RailTel direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances, he may have to face on this account but the Purchaser shall grant a reasonable extension of time to the contractor.

The contractor shall comply with any instruction which may be given to him by the Purchaser in order to permit simultaneous execution of his own works and these undertaken by other contractors or the RailTel without being entitled on this account on any extra charge.

- b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal RailTel operations and working, such as delay on account of adequate number of and duration of shut-down etc. not being granted.
- c) If the purchaser is unable to supply materials to the contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supply will be reasonable ground for extension of completion date/s for the work.

3.22 Infringement of patents-

- a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, 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 right that may exist on such processed drawings or patterns which he may use of his own accord.
- b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents 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 in 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.
- c) **Indemnification by contractor.**

The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

3.23 Local Condition

It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The RailTel shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

- 3.24** It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the RailTel Corporation of India Limited. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the RailTel Corporation of India Limited, which are based on the lack of such clear information or its effect on the cost of the Works, to the Bidder.

- 3.25 Provisional Acceptance:** - Immediately on completion of work the contractor shall test the installation to ensure that installation is as per the specifications. Along with the test results, the contractor shall inform the purchaser in writing that installation is complete and ready for commissioning i.e., **Site Acceptance Test (SAT)**. The **Site Acceptance Test (SAT)** as stipulated in the specifications shall be jointly conducted. On the basis of test results, if found satisfactory, the installation shall be commissioned followed by issuance of **PAC**.

- 3.26 Warranty:** - The entire installation is to be warranted for 12 months from the date of issuance of **PAC**. The bidder shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and

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

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

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

3.27 Availability of breakdown/maintenance staff During the period of warrantee/guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend any defective installations resulting from defective erection and/or defects in the equipment supplied by the Contractor. This engineer shall not attend to rectification or defects which arise out of normal routine maintenance work. The contractor shall bear the cost of all modification additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with RailTel Corporation of India Limited.

3.28 Failure to attend the defects

All defects and deficiencies advised to the contractor shall be attended by him promptly. If contractor fails to respond and arrange repair/rectification within reasonable time, the purchaser shall be free to get the repairs done through departmental labor or through any other sources at contractor's expenses without prejudice to the other remedies available under the contract.

3.29 Maintenance Manuals – On successful completion of work, the contractor shall hand over four copies of the detailed drawings and maintenance manuals of each equipment duly bound in booklets to the purchaser prior to release of final payment to the contractor.

3.30 Final Acceptance: The final acceptance of the entire installation shall be given from the date of completion of the warranty period of **12 Months** which will be reckoned from the date of issuance of **PAC**. Performance Bank Guarantee will be released subject to submitting a No Claim Certificate by the vendor Along with contractor's obligation has been fully met under the contract and thereafter.

3.31 Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per the authorization form, shall be treated as non-responsive and will be out-rightly rejected. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

3.32 Signing of Contract

The successful bidder(s) shall be required to enter into a contract with the RAILTEL, within 30 days of the award of the tender or within such extended period as may be specified by RAILTEL (on the basis of the Tender Document). The letter of acceptance and such other terms and conditions as may be determined by RAILTEL to be necessary for the due performance of the work in accordance with

the Bid and the acceptance thereof. RAILTEL reserves the right to extend the validity of contract beyond Three (3) months for the period as required, on mutually agreed terms and conditions with the approved vendor.

The RAILTEL reserves the right to stipulate, at the time of finalization of the contract, any other document (s) to be enclosed as part of the final contract.

3.33 Performance Bank Guarantee

The Successful bidder shall submit a Performance Bank Guarantee to RAILTEL for an amount equal to 10 % of order value within 30 days of issue of LOA/PO falling which a penal interest @15% PA shall be charged for the delay period beyond 30(thirty) days from the date of issue of LOA/PO. The Performance Bank Guarantee/Security should cover warranty period as per the tender conditions.

The Performance Bank Guarantee may be invoked by RAILTEL if the successful bidder fails to comply with the terms and conditions as specified in the Tender.

The Performance Bank Guarantee may be discharged/released by RAILTEL upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. Failure of the successful bidder to comply with the requirement as per the tender terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in such event RAILTEL may make the award to the next lowest evaluated bidder or call for new bids.

Note :

- a) The PBG submitted under this contract will be released after obtaining of SFMS confirmation of the PBG which the successful bidders will have to submit for the Long-Term Maintenance Support / CAMC of the same for 5 years after one year of warranty period. Successful bidder shall provide maintenance support for both the lifts from OEM for a minimum period of 5 years after successful completion of the warranty period of one year. A fresh Performance Bank Guarantee (PBG) for a value of 10 % of total amount quoted in **SOR Part C**, accepted by the RailTel for 5 years of CAMC, shall be required to be submitted by the contractor, for due fulfillment of Comprehensive AMC obligations
- b) PBG of value upto 5 Lakhs shall be submitted by the successful bidder in the form of direct deposit of the amount as per the following bank details:
 - i) **Name of Bank and Address: Union Bank of India, 21/3-4, Aurbindo Marg, Yusuf Sarai, New Delhi**
 - ii) **Name of Account : RAILTEL CO COLLECTION A/C**
 - iii) **Account No. : 340601010050446**
 - iv) **IFSC CODE : UBIN0534064**

Note: No other mode of payment for PBG shall be accepted.

3.34 Patent Rights

The bidder shall indemnify RAILTEL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, or any part thereof in India.

- a) The bidder shall, at their own expense, defend and indemnify RAILTEL against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products/services or any part thereof in India or abroad.
- b) The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If RAILTEL is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- c) RAILTEL will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

3.35 Liquidated Damages

The timely delivery is the essence of this tender, Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any reason whatsoever attributed to failure of bidder. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

3.36 Earnest Money Deposit (EMD)

This security is required to protect interest of RAILTEL against the risk of conduct of the bidder, which may warrant the forfeiture of the security in the following scenario:

- a) In the event of withdrawal of bid during the period of bid validity; Or
- b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with the Terms and Conditions and another requirement as specified in TENDER Or
- c) Any act of bidder, which is not in line with contract obligations.

In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

3.37 Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under this contract to any third party, except with the Purchaser's prior written consent.

3.38 Variation in Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in Bid Data Sheet (BDS) Chapter 2, without assigning any reasons up to a maximum extent of +/- 25 % of scheduled quantities. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the LOA. Any such change in quantity shall have no impact on the rates mentioned in the LOA for any such item.

3.39 Period of Contract

The period of contract shall be for **9 (Nine months)** in the first instance. It may be extended for a further period as required. The decision of RailTel will be final in this regard. Time line will be as mentioned below:

- i) Supply of material at site up to **90 days** after issue of PO.
- ii) Completion of work in all respect within **9 (Nine months)** from the date of issue of PO.
- iii) CAMC of the whole installation for **5 years** as per schedules given in **Chapter 4 C** which will start after completion of one year's warranty period and issuance of **FAC**.

3.40 Default

- i. The successful bidder shall execute the work with due diligence and expedition, keeping to the approved time schedule. In this project occurrence of following would constitute an event of default
- ii. In the event of occurrence of defaults as mentioned above, RailTel at its own discretion may decide to give another thirty to sixty days' notice in writing to the successful bidder requiring him to make good the neglect or contravention complained of and to bring the project back on its estimated timelines of project plan as approved by RailTel. It may be further extended on discretion of RailTel if default/delay is on part of it.

- iii. In the event of successful bidder failing to rectify its default even after the expiry of above-mentioned notice period, it shall be lawful for RailTel to terminate the existing contract with successful bidder. It may be further extended on discretion of RailTel if default/delay is on part of it.



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CHAPTER-4

TECHNICAL SPECIFICATION FOR PASSENGER ELEVATORAS PER CPWD SPECIFICATIONS

GENERAL

The Bidder/Vendor/Contractor is required to execute the work of **Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 Nos Passenger lifts suitable for 10 passengers along with all the work including buy back of old lifts with five Years Comprehensive Maintenance Contract after one year's warranty Period** including dismantling of old/used 10 passenger lift installed as per Technical Specifications, SOW and terms and conditions of the tender.

1. COMPLIANCE TO CODES AND STANDARDS

The following Indian Standard Specifications and Codes of Practice, currently applicable and updated as of date irrespective of dates given below, shall apply to the equipment and the work covered by this contract. In addition, the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable.

1. Code of Practice for installation, operation and 18-14665 (Part 2) Sec-1 : maintenance of electric passenger & goods lifts. 2000
2. Code of practice for installation, operation and 18-14665 (Part 2) Sec-2 : 2000 maintenance of electric service lift.
3. Safety Rules Section-1 Passenger and Good lifts 18-14665 (Part 3) Sec-1 : 2000
4. Safety Rules Section-2 - Service Lifts 18-14665 (Part 3) Sec-2 : 2000
5. Outline dimension for electric lifts.18-14665 (Part-1): 2000 6.
6. Inspection Manual for Electric Lifts 18-14665 (Part 5): 1999
Electric Traction Lifts - Components 18-14665 (Part 4) Sec-1 to 9:2001
7. Installation And Maintenance of Lifts For Handicapped IS 15330 :2003
Persons (Code of Practice)
8. Specification for lifts cables. 18-4289 (Par-1) : 1984 Reaffirmed 1991
9. Specification for hot rolled and slit steel tee bars. IS-1173-197'8 Reaffirmed 1987
10. Method of loading rating of worm gear.I8-7443-1974 Reaffirmed 1991
11. Code of practice for selection of standard worn and IS-7403-1974
helical gear box. Reaffirmed 1991
12. Isometrics screw threads. I8-4218-(Part-II)1976 Reaffirmed 1996
13. Degree of protection provided by enclosure for low 18-2147-1962
voltage switchgear and control gear
14. Classification of insulating materials for electrical IS-1271-1985 machinery
and apparatus in relation to their thermal Reaffirmed 1990 stability in
service.
15. Code of practice for earthing. IS-3043-1987
16. Electrical installation Fire Safety of Building. IS-1646-1997
17. PVC insulated electric cable for working voltage upto IS-694-1990 and
including 1100 volts.
18. Code of practice for electrical wiring and installation IS-732-1989
19. PVC insulated (Heavy Duty) electric cables for IS-1554-1988 (Part-1)
working voltage upto and including 1100 volts
20. Flexible steel conduits IS-3480-1966
21. Accessories for rigid steel conduit for electrical wiring IS-3837-1976
22. Boxes tor the enclosure of electrical accessories IS-5133-1969 (Part 1)
23. Guide for safety procedures and practices in electrical IS-5216-1982 (Part-
1) work.
24. Conductors for insulated electric cables and flexible IS-8130-191)4 cords
25. Miniature Circuit Breakers IS-8828-1996.
26. Rigid steel conduits for electrical wiring (Second IS-9537-1981 revisions)
27. Methods of test for cables 18-10810-1998

28. Earth Leakage Circuit Breakers. IS-12640-1988 30.
29. Moulded Case Circuit Breakers IS-13947-1993
30. General requirement for switchgear and control gear IS-13947-1993 for voltage not exceeding 1000 volts.
31. 1100-volt grade XLPE insulated armoured cables IS 7098
32. Specifications for hoist way door-locks IS 7754-1975.
33. Rules for design, installation, testing and operation of IS 1735-1975 lifts, escalators and moving parts.

In addition, the relevant clauses of the following, as amended up to date shall apply.

The Indian Electricity Rules 1956 the Indian Electricity Act 1910 Bombay Lift Act 1939 Delhi Lift Rules. Fire safety regulations pertaining to lifts

The tenderers shall also take into account local and State regulations as in vogue for the design and installation of lifts.

Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable. BIS certified equipment shall be used as a part of the Contract

2. ELECTRIC SUPPLY

The available system of electric supply is 415 volts +10% -10%, -3 phase 4 wire AC 50 Hz system and 240 volts between phase and neutral. Any equipment /component operating at other than the above-mentioned power supply shall be provided with necessary transformers/voltage stabilizers. The amount of power required for lifts shall be indicated in the tender. Power shall be provided at one point to be indicated by the tenderer. All subsequent electrical systems shall be deemed to be included in the scope of this contract

3. TECHNICAL PARAMETERS

Tenderers shall fill in their item wise confirmation/comments in the column provided for the purpose in this annexure-TP. Deviation if any, from tender requirements shall be clearly brought out in this annexure, failing which it shall be presumed that the offer conforms to the tender requirements fully.

TECHNICAL SPECIFICATIONS:-

1. GENERAL REQUIREMENTS

The Elevators shall include all elements conforming to specifications or as amended herein. Elevators covered by these specifications shall be provided, installed, tested, commissioned, certified and approved as per statutory requirements of Lift Inspectorate including issuance the License. Each Elevator shall have its own driving machine. The method of drive shall be Electric Traction with Gear less motor having VVVF Control. The design of the Elevators shall take into consideration fire prevention, elimination of dust and dirt traps, and easy accessibility for cleaning and routine maintenance.

2. ELECTRIC TRACTION DRIVE SYSTEM

2.1 Traction Machine The construction of all Elevator machines shall conform with IS-14665

2.2 Brake (Broad guideline is as under):-

- a) The Electro-magnetic brake with non-asbestos lining shall be spring applied and electrically released type having noiseless operation.
- b) The brake shall be capable of stopping and holding the Elevator car in its downward travel to rest with 125% of its rated load from the maximum governor tripping speed. In this condition the retardation of the Car shall not exceed that resulting from the operation of the Safety gear or stopping on the buffer.
- c) Springs used to apply the brake shoes (two nos.) shall be in compression and adequately supported.
- d) Brake linings shall be of renewable incombustible materials and shall be secured to the brake shoes such that normal wear shall not weaken their fixings. Band brakes shall not be used.
- e) No earth fault, short circuit or residual magnetism shall prevent the brake from being applied

in the event of loss of power supply to the Elevator motor and control circuit.

- f) A means of adjusting the brake plunger stroke and releasing the brake in emergency shall be provided.
- g) The Elevator machine shall be fitted with a manual emergency device capable of having the brake released by hand and requiring a constant effort to keep the brake open.
- h) The fail safe break shall incorporate an approved design of brake switch i.e. pick up, hold, discharge. Brake coil shall be wired in series & their respective switches in parallel. The operation of brake shall be thyristor controlled from solid state drive in order to effect minimum pick up time and synchronized start.

2.3. Driving Mechanism

2.3.1 Lift Machine

The lift machine shall be suitable for 415-volt 3 phase 50 Hz AC supply with a voltage variation of +10% and -10% and shall be placed directly above the hoist way on steel beams resting on top of the head room. The lift machine shall have high efficiency and low power consumption and shall be designed to withstand peak currents in lift duties. Means for manual operation of the lift car shall be made by providing winding wheel suitably marked to indicate the direction of the movement to enable the lift car to be brought to the nearest landing. There shall be a warning display for switching off electrical supply before the manual operations.

2.3.2 Driving Sheaves

- a) The sheaves shall be manufactured in steel or SG iron and fitted with sealed for life lubricated bearings.
- b) The sheaves shall have machined rope grooves that can be reworked for future wear.
- c) Adequate provision shall be made to prevent any suspension ropes leaving groove due to rope slack or introduction of foreign objects.

2.4 Alignment

- i. The brake plunger, collar, sleeve, motor, sheaves and all bearings shall be mounted and assembled so that proper alignment of these parts is maintained.
- ii. The assembly shall be reviewed and rectified when excessive noise is emitted during operation.

2.5 Gearless Machines

The gearless machine shall consist of a motor traction sheave and brake drum or brake disc completely aligned on a single shaft. Gearless machine shall be AC gearless with VVVF drive.

2.6 Anti-Vibration Supports The whole traction machine shall be mounted on appropriate anti-vibration supports to minimize noise and vibration.

3. CONTROL SYSTEMS

3.1 Description the Lifts shall have state of art microprocessor-based AC variable voltage variable frequency (ACVVVf) drive. Lift shall be provided with directional collective control for simplex, full collective control. Some of the technical parameters required are innumerate below.

- i. Starting current: - 1.2 -1.5 times full load running current
- ii. Power saving mode will be operational as per requirement.
- iii. Leveling accuracy: as per standards.
- iv. Acceptable voltage fluctuation: +10to-10%
- v. Rate of acceleration/deceleration (M/82) : as per standards

- vi. Maximum jerk (M/S³) : as per standards
- vii. Maximum vibration in car horizontal /vertical: as per standards

The controller shall be mounted vertically on the side of the top of lift shaft. The controller panel shall be of suitable gauge of steel having Vermin/dust proof arrangements with suitable in built ventilation system. The controller shall operate within the supply voltage variation of plus 10% to minus 10% of the nominal voltage. The Controller shall be including protection against the following abnormalities and shall cut off the power supply, apply the brake and bring the car to a rest in the event of any of the abnormalities occurring.

- a) Over current
- b) Under voltage
- c) Overvoltage
- d) Single phasing
- e) Phase reversal
- f) Earth leakage

3.2 Features Control system features are detailed as below:-

- Attendant Operation in all lifts shall be provided with attendant control facilities. A key switch for change of operation mode shall be provided in a lockable recess panel on the car operation panel. After gaining control on the lift, the attendant can direct the car to stop at any storey.
- Automatic By-pass Load weighing devices located either on car top or under the car cage shall be provided for all lifts.
- Over load device
A load weighing devices shall operate when the load in the car exceeds the rated capacity. The operation of the device shall activate buzzer sound and flashing 'overload' signals. At the same time the car doors shall be prevented from closing. When the excess load has been removed from the car, the buzzer alarm shall be muted automatically and the car shall function normally. The sensitivity shall be 30kg for Passenger lifts and 5% of the contract load for service lifts.
- Automatic self-leveling all lifts shall be provided with automatic self-leveling feature that shall bring the lift car level to within ± 3 mm for passenger/service elevators and + 5mm for freight elevators of the landing floor regardless of load or direction of travel. The automatic self-leveling feature shall correct for over travel and rope stretch.
- Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system. It shall have suitable hardware and software.

CHAPTER-4 B

TECHNICAL SPECIFICATIONS LIFTS, LIFT CAR, DOORS AND SAFETY DEVICES

1. LIFT CAR ENCLOSURES

1.1 General Requirements

- **Frame**

Every lift car body shall be carried in a steel car frame assembly as per IS 14665 (Part4-sec3) which shall have sufficient mechanical strength to resist the forces applied by the safety gear or impact of the car on the buffers. The deflection of the steel members carrying the platform shall not exceed 1/1000 of their span under static conditions when the rated load is evenly distributed on the platform.

At least 1. four renewable guide shoes or shoes with renewable linings or sets of guide rollers shall be provided two at the top and two at the bottom of the car frame assembly.

- Enclosure finishes: - The car enclosure, doors etc. shall be as per additional specification enclosed. The following are_ to be provided.

Alarm System: An emergency alarm buzzer, including wiring shall be provided and connected to a plainly marked push button in the car operating panel. The alarm bell shall be located in Station Master room. The alarm unit shall be solid- state siren type, to give a waxing and waning siren when the alarm button in the car is pressed momentarily. Built in 3 way intercom system with telephone instrument in the car and station master chamber, if required (as directed by Site Incharge)

Sealed maintenance free Nickel Cadmium Batteries capable of maintaining the following in each lift for 30 minutes after mains failure:-

Emergency light of adequate illumination in car
Car Ventilation
Intercommunication
System Alarm bell

One no. 16 amp switch socket outlet to IP 54 and a permanent weatherproof type luminaries to IP54 (With lighting switch) adequately protected shall be provided on the top of the lift car for maintenance.

One no. 16 amp switch socket outlet to IP 54 at bottom of lift car for maintenance.

1.2 Operation Panel

A full-length car operating panel incorporating following control/indications shall be provided in each lift on the return panel

- fade proof luminous buttons with Braille inscriptions type corresponding to the floors served at Ground floor and Inside Car. For Other floors fade proof luminous buttons with Braille inscriptions type to be provided.
- Door open and door close button
- Emergency stop button with Alarm
- Two position key operated switch for 'with attendant' and 'without attendant' operation.
- Ventilation fan ON/OFF switch with auto OFF when there is no call after 120 seconds (Two Speed & vent for exhaust at skirting level).

Built in intercom of the hands-free type as well as space for providing EPABX telephone instrument.

- Dynamic car direction display
- Car position indicator (digital)
- Audio/Visual *overload* warning indicator
- In order to have at least one device of communication functioning at all the times, as an alternative arrangement, it is recommended that the provision of both i.e. telephone with minimum connections one at the operator's room and other at guard room and the emergency signal with re-chargeable batteries as source of supply be made in the lift cars.
- Digital voice synthesizer for announcing special messages with background music.

1.3 Landing fixture

The landing fixtures shall be recess mounted on a base junction box in the wall by the side or on top of landing doors as required.

Each landing fixtures shall consist of micro-Fade proof luminous buttons with Braille inscription call acknowledge signal and Digital scrolling Dot Matrix display for car position indicators on separate stainless steel face panels with crinkle finish. Alternatives as available with bidders shall be indicated in tender for owner's approval. The following landing fixtures shall be provided for each lift.

- a) Lowest floor
- b) Up call button
- c) Digital car position indicators
- d) Travel direction indicators
- e) "In use" indicator to signify the lift door is opened for delivery at a certain landing
- f) All floors other than lowest and top most floors
- g) Button up and down call buttons
- h) Travel direction indicators
- i) Digital car position indicators with Gong.
- j) "In use" indicators to signify the lift door is opened for delivery at a certain landing
- k) Manual by pass key switch for lift landings.
- l) The top most floor
- m) Down call button
- n) Travel direction indicators
- o) Digital car position indicators with Gong
- p) "In use" indicators to signify the lift door is opened for delivery at a certain landing
- q) Manual by pass key switch for lift landings.

2. CAR AND LANDING DOORS

2.1 General requirements

All car doors shall extend to the full height and width of landing opening unless otherwise specified and shall be operated with variable frequency door operator. A similar imperforate door shall be provided for every landing opening in the lift hoist way enclosure. The top track of the landing and car doors shall not obstruct the entrance to the lift cars. All car and landing doors shall have a fire resistance of not less than 1 hours.

In addition, all the car and landing doors shall meet the following general requirements.

- i. Car door locking devices
- ii. Every car door shall be provided with an electrical switch to prevent the lift car from being started or kept in motion unless the car door is closed. A mechanical locking device shall also be provided to prevent door opening from inside the car whilst the car is in motion.
- iii. Landing door locking devices every landing door shall be provided with a mechanical locking device to prevent opening of the door from the landing side in normal cases unless the lift car is in that particular landing zone.
- iv. Projections and recesses Sliding car and landing doors shall be guided on door tracks and sills for the full travel of the doors. The distance between the cars and the landing sills shall not exceed 35 mm.

v. Door locking devices all doors locking devices, door switches and associated actuating rods, levers or contracts, shall be inaccessible from the landing or the car.

vi. Protective devices

Protective devices shall be fitted to the leading edges of both car door panels. It shall automatically initiate reopening of the door in the event of a passenger being struck (or about to be struck) by the door in crossing the entrance during the closing movement. The obstruction of either leading edge when closing shall actuate the protective device to function.

vii. "Door open" alarm

"Door open" alarm shall be provided in the car to initiate alarm and a continuous buzzer if a car or landing door has been mechanically kept open for a present period. The period shall be adjustable from 0-10 minute.

viii. Emergency landing door unlocking devices and key

- Every landing door shall be provided with an emergency landing door unlocking device. When operated by an authorized person with the aid of a key to fit the unlocking triangle, the landing door shall be unlocked irrespective of the position of the lift car for rescue purpose. When there is no "unlocking" action, the key shall only be able to stay in the locked position.
- In the case of coupled car and landing doors, the landing doors shall be automatically closed by means of weight or springs when the car is outside the unlocking zone.

2.2 Door Hangers and Tracks

The car and the landing doors shall be provided with two point suspension sheave type hangers complete with tracks. Sheaves and rollers shall be steel with moulded nylon collar and shall include shielded ball bearings. Tracks shall be of suitable steel section with smooth surface. Th landing doors shall be complete with headers¹ sills, frames etc. as required.

2.3 Lift Door Protection

Full height Infra-red door protection and mechanical shoes shall be provided for all lift to control door movement which shall cover the entire door opening effectively.

2.4 Protective Hand Rail in the Car (Optional as this will depend on interior design)

2.5 CABIN FAN

A noiseless pressure fan shall be provided in the lift cabin.

3. HOIST ROPES

Hoist way material shall be non-flammable as per standards except travelling cables which shall be flame resistant. Lift Ropes - IS 14665 (Part 4 / Sec 8)-2001. Round strand steel wires ropes made from steel wire ropes having a tensile strength not less than 12.5 tones/cm² and of good flexibility shall be used for lift. Lubrications between the strands shall be achieved by providing impregnated hemp core. The lift ropes shall conform to IS 14665-(Part-4- Sec. 8):2001 and the following factor of safety shall be adhered to. The minimum diameter of rope for cars and counter weight of passenger and goods lift shall be 8mm.

3.1 Rope fastenings

The ends of lift ropes shall be properly secured to the car and counter weight hitch plates as the case may be with adjustable rope shackles having individual tapers babbitt sockets, or any other suitable arrangement. Each lift rope shackle shall be fitted with a suitable shackle spring, seat washer, shackle, nut & lock & shackle nut split pin.

3.2 Guards for Lift Ropes

Where lift ropes run round a sheave or sheaves on the car and/ or counterweight of geared/ gearless machine suitable guards shall be provided to prevent injury to maintenance personnel.

3.3 Number & Size of Ropes

The contractor must indicate the number and size of lift ropes and governor ropes proposed to be used, their origin, type, ultimate strength and factor of safety. The contractor should furnish certificate or ropes from the rope manufacturers issued by competent authority.

4. COUNTER WEIGHT

The counter weight for lift cars shall be in accordance with clause 6 of IS 14665 (Part 4-Sec-3) – 2001 and shall be designed to balance the weight of empty lift car plus approximately 50 percent of the rated load. It shall consist of cast sections firmly secured in relative movement by at least two numbers steel tie rods having lock nuts/split pins at each end and passing through each section and Housed in a rigid steel frame work. Cracked and broken sub weights shall not be accepted. Counter weight for passenger lifts should be able to accommodate suitable weight Interior finishes. In case interior finishes material exceeds this provision, then the elevator contractor shall adjust the Counter Weight accordingly, however this will be decided and intimated much before the delivery of the elevators.

4.1 Counter Weight Guards

Guards of wire metal/ mesh shall be provided in the lift pit to a suitable height above the pit floor to eliminate the possibility of injuries to the maintenance personnel.

5. GUIDES/ Guide Rails

Car and counterweight guide shall be machined T section as per relevant Indian Standards IS 14665 of 2000 revised up to date. The guides shall be capable of withstanding forces resulting from the application of the car or counter weight safety devices. The guide rails shall be minimum 16mm Tongued & Grooved type.

6. TRAILING CABLES

A single trailing cable for lighting control and signal circuit is permitted, if all the conductors of these trailing cables are insulated for maximum voltage running through any one conductor of this cable. The lengths of the cables shall be adequate to prevent any strain due to movement of the car. All cables shall be properly tagged by metallic / plastic tags for identification. Cable jacket should be suitable for immersion in water, salt water & oil etc.

Trailing cables shall run from a junction box on the top of the car to a junction box located in the shaft bear midpoint of travel and from these junction boxes conductors shall be run to the various locations.

Trailing cables exceeding 30 meters in length shall run so that the strain on individual cable conductors will be reduced to a minimum and the cables are free from contact with the car counterweight, shaft walls or other equipment.

Trailing cables exceeding 30 meters in length shall have steel supporting fillers and shall be suspended directly by them without rubbing over other supports.

Cables less than 30 meters in length shall have no - metallic fillers and shall be suspended by looping cables around supports of porcelain spools type or equivalent.

5% of the total capacity subject to a minimum of 5 wires shall be available unutilized in the trailing cable everywhere suitable distributed between various functions.

7. SAFETY DEVICES

Safety devices shall be capable of operating only in the downward direction and stopping fully loaded car, at the tripping speed of the over speed governor, even if the suspension devices break, by gripping the guides, and holding the car there. Governor sleeve in elevator pit shall be enclosed in a wire cage to a height of 2.40 mtrs. All safety devices statutorily required by Lift Inspector, including but not restricted to the following shall be provided.

- **Terminal slow down switches**

These shall be provided and installed to slow down the lift car when approaching the top and bottom landings. The slow down switches shall act independently from the normal car operating device.

- **Over travel limit switches**

These shall be provided and installed to stop the car within the top and bottom clearance, independent of the normal car operating device. The bottom *over* travel limit switch shall become operative when the bottom of the car touches the buffer. When the *over* travel limit switches are operative, it shall be impossible to operate the car until the car has been hand would to a position within the normal travel limits.

- **Pit Switch**

An emergency stop switch shall be located in the pit which when operated shall stop the car regardless of the position of hoist way.

- **Terminal Buffers**

Suitable spring buffers mounted on RCC foundation blocks shall be provided in the pit in compliance with ANSI/ASME/CENEN-81 /JIS codes for stopping the car in case of mal-operation. Dowels for the purpose shall be left while casting the pit floor alternatively floor reinforcement could be exposed by chipping for welding additional reinforcement for Dowels. However clearance from underside of the car resting on a fully compressed buffer shall not be less than 1.20 mtrs Buffers shall be designed for a design speed + 15%. Oil buffers shall be provided for the passenger elevators for speed of more than 1.75 mps and spring buffers for lower speed.

- **Interlocking**

Adequate interlocking is to be provided so that the car shall not move if the landing doors are even partially open and also the lift is overloaded.

- **Over speed governor**

Over speed governor shall be of centrifugal type and shall operate the safety gear at a speed at least equal to 115% of the rate speed and less than the *over* speed governors shall be driven by flexible wire ropes with the following requirements.

- The breaking load of ropes shall be related to the force required to operate the safety gear by the safety factor of at least 8
- The nominal rope diameter shall be at least 7 mm
- The ratio between the pitch diameter of the over speed governor pulley and the nominal rope diameter shall be at least 30
- The *over* speed governors shall be sealed after setting the tripping speed.
- The breaking or slackening of the governor rope shall cause the motor to stop by an electric safety device.

- **Alarm bells**

A Concealed 200 mm diameter alarm bell shall be installed in the main station area. The alarm bell shall sound when the alarm bell button in the car operating panel is pressed. The bell shall mute when the pressure on the alarm bell button is released.

- **Emergency Stop Switches**

An emergency stop for use by maintenance personal shall be provided in each lift car.

8. FIREMAN SWITCH

Each lift shall have a Fireman switch with glass front for access by the Firemen. The operation of this switch shall cancel all calls to this lift and shall stop at the next nearest landing ii traveling upwards. The doors shall not open at this landing and the lift shall return to the ground floor. In case the lift is traveling downwards when the fireman's switch is operated it shall go straight to the ground floor bypassing all calls enroute. The emergency stop button inside the car shall be rendered inoperative. The fireman's switch shall be located adjacent to the lift opening at the ground floor and shall be at a height of approximately 2 m above the floor level.

For easy identification of fireman lift which confirms to the local authorities' requirements, a red and white diagonal striped backing shall be provided behind the glass of the firemen's switch. A permanent notice of prominent size indicating the floors served shall be provided and displayed adjacent to the firemen's lift at the terminal floor. The notice shall be made of laminated plastic sheet or other approved materials with red letters on white background. Details of the notice shall be submitted to the Engineer-in-Charge.

9. CONTROL OF NOISE AND VIBRATION

9.1 General

The whole of the lift assembly, including the opening and closing of the car and landing doors shall be quiet in operation and shall be free of rattling or squeaking noises. Lift doors operation shall be smooth to *avoid* the transmission of impact noise to the surrounding structure. Noise level resulting from the operation of the lifts, including direct sound transmission, breakout noise and re-radiation of structure borne noise, shall not exceed the specified noise criteria of the adjacent spaces. Vibration resulting from operation of lifts of escalators shall not be perceptible in any occupied areas.

9.2 Car construction

All elements of the lift car construction shall be sufficiently rigid to avoid generation of noise by panel excitation as a result of movement. The total noise level in a moving lift car shall not exceed 45 dBA with the ventilation system operating.

9.3 Machinery

The gearless traction machine and compact PM motor are installed within the hoist way and the slim control panel is located on the shaft side wall. Provision shall be made for the control vibration isolation measures employed to ensure that structure borne noise resulting from the operation of the lift machinery is not audible in any occupied area. Lift machinery noise levels under normal operating conditions shall not exceed 70 dBA at 1 m from the equipment in free field.

9.4 Arrival chimes

Noise from arrival chimes shall not exceed 60 dBA. The above levels shall be measured at 3 m from the arrival chimes using a noise meter set to 'fast' response. Chimes with adjustable loudness shall be provided.

10. FIRE SAFETY REQUIREMENTS

General requirements of lifts shall be as follows:

- 10.1 Landing doors in lift enclosures shall have a fire resistance of not less than 1 hour.
- 10.2 Lift car door shall have a fire resistance rating of more than 1 hour.
- 10.3 Grounding switch (es), at ground floor level, shall be provided on all the lifts to enable the fire services to ground the lifts.

11. Automatic Rescue Device (ARD):

The Automatic Rescue Devices (ARD) meant for the purpose of bringing the lift car to the nearest landing doors. The ARD shall have the following specifications:

- a) ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
- b) ARD should monitor the normal power supply in the main controller and shall activate rescue operation within the time period as per manufacturer's standard subject to approval of lift /safety Inspector. It should bring the elevator to the nearest floor at a slower speed than the normal run.
- c) While proceeding to the nearest floor the elevator will detect the zone and stop. After the elevator has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the elevator is automatically switched over to normal operation as soon as normal power supply resumes.

- d) In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing, it will automatically be switched to normal power operation.
- e) All the lift safeties shall remain active during the ARD mode of operation.
- f) The battery capacity should be adequate so as to operate the ARD at least seven times a day provided in duration between usages is at least 30 minutes



TECHNICAL SPECIFICATIONS LIFTS & ASSOCIATED WORKS

1. ASSOCIATED ELECTRICAL WORKS

1.1 Scope

Based on power requirements of lifts furnished by the lift contractor, power supply for the lifts machines, terminating in a Switchboard located at a desired location, shall be provided by Engineer-in-charge. The earth bar provided on this Switchboard shall be connected to the building earthing system also by Engineer-in-charge. All cabling / wiring/loop earthing beyond this Switchboard for interconnection with the lift controllers / motors/ indicators I push buttons / safety devices etc. shall be provided by the lift contractor and its cost shall be deemed to be included in the quoted rates.

1.2 Cabling

Cabling between switchboard and the controller /lift motor shall be with XLPE insulated HR PVC sheathed 1100-volt grade Aluminum conductor armored cables conforming to IS 7098 or PVC insulated, PVC sheathed, 1100 volt grade al conductor armored cables conforming to IS 1554. Cables shall be terminated in glands fitted with armor clamps the gland body shall be provide with an internal conical sating to receive the armor clamping cone and clamping nuts which shall secure the armor wires. A PVC shroud shall be fitted to cover the gland body and exposed armor wires.

Trailing cables for the lifts shall be EPR insulated stranded copper conductor flexible cables conforming to IS 9968 Control cabling shall be with multi core stranded copper conductor PVC insulated and sheathed 1100volt grade cables conforming to IS 8130. Minimum size of the cable shall be 2.5 sq mm. Where cables pass through walls or floor slabs, pieces of GI sleeves shall be provided for cast into the wall/ floor and cable shall be drawn therein. Annular space around the cable in the sleeve shall be sealed with fire proof sealant.

1.3 Wiring

All wiring shall be carried out with FRLS PVC insulated 1100-volt grade stranded copper conductor wires conforming to IS 694 drawn in MS rigid / flexible conducting system and / or MS raceways. Minimum 2.5 sq mm size wires shall be used. Wires shall be cut only at terminations. Intermediate jointing shall not be permitted. Drawing, cutting and terminating of the wires shall comply with the relevant Indian standard specifications and shall be carried out in the most workmen like manner as per standard practice. All normal care like cutting the insulation with a pencil edge, taking care not to cut the strands and proper tightening of terminal connector screws to avoid loose connection or breaking of conductors etc. shall be taken.

Heavy gauge black enameled screw type ISI embossed MS conduits with superior quality accessories approved by Engineer-in-Charge shall be used in the work. Conduits could either be recessed in floors /walls or fixed on surface with saddles and clamps. Final connections to vibrating the equipment shall be made with metal flexible conduits. Entire work shall be carried out in work man like manner as per standard practice

1.4 Earthing

Metal enclosures of all electrical equipment and devices including frames of motors, controllers, switchgear, conduits and raceways etc. shall be properly earthed so as to form an equi-potential zone. Loop earthing of vibrating equipment shall be done with flexible copper earthing braid or flexible cables. The lift motor frame shall be connected to the building earthing system termination at the switchboard by duplicate loop earthing conductors of appropriate size.

2. ASSOCIATED CIVIL & STRUCTURAL ITEMS

All civil and structural items of work associated with erection and operation of lifts shall be provided by the Contractor at his cost including the following:-

Hook for lifting lift equipment in the top of shaft.

Temporary scaffoldings and safety barricades during lift installation in and around lift wells

Sill angels

Bearing plates

Buffer

Supports

Chequered plates

Fascia plates

Ladders in pits (MS)

Safety railing on car top

Separator /stretcher beams if required.

Dowels for terminal buffers in pit floor during casting.

The Contractor shall ensure erection and fixing of steel work in such a manner that no RCC wall or any other structural member is damaged.

LIFTS & SAFETY ASPECTS & PROCEDURE

1. Since lift installation consists of a number of electrical and mechanical components having linear/ rotary motions, utmost caution should be exercised while working and all safety precautions shall be rigorously followed.
2. Only authorized persons shall be allowed to work on lift installations and officer empowered for such authorization shall keep proper recorded thereof during the test, inspection and maintenance except where necessary.
3. It during erection any safety or protection devices are inoperative, special care must be taken to avoid accidents on this account.
4. Supply at main incoming iron clad switch or circuit breaker shall be switched off before examining any part of the equipment. Whether during periodical inspection, or while carrying out any work on the equipment (including using the winding handle at times of mains failures) unless power is particularly required for particular operation or tests on the lifts. The breaker located in OFF position.
5. The landing and car buttons shall be kept out of circuit by switching on the 'Maintenance Switch' located on the top of the lift car during maintenance operators. Whenever maintenance switch is not proved emergency stop switch inside car and or attendant control switch should be used.
6. Before carrying out any repair work it shall be ensured that none of the electromechanical door locks are short circuited either from the controller or at the landings
7. As a general precaution, fascia plate between the door headers and the corresponding upper landing sill on each floor must be provided

PROVISION FOR THE DISABLED AND HANDICAPPED

All the Passenger Elevator shall be provided with following features:

- a. Elevator control buttons at locations and height specified in IS 15330 -2003
- b. Hall call buttons at locations and height specified in IS 15330 -2003
- c. Hand rails shall be provided on the side walls of the Elevator at height & locations specified in IS: 15330 -2003. An international symbol of access of the disabled shall be permanently and conspicuously displayed at each and every Elevator landing next to the Elevator entrance (to be provided by signage contractor). Braille notations indicating the floor levels shall be incorporated next to each button at the handicap COP and handicap hall call buttons.
- d. A digital voice system for announcing the car position, opening/closing of doors, direction of travel and messages shall be provided as per IS: 15330 -2003

Provisions for use of lift by Handicapped persons in Passenger Elevators

Hand rail a hand rail not less than 600 mm long at 900 mm above floor level shall be fixed adjacent to the control panel.

Car operating panel Inscription in Braille also to be provided. Level to be lower than the

normal so as to be accessible by a person sitting on wheel chair
Hall buttons Inscription in Braille also to be provided. Level to be lower than the normal so as to be accessible by a person sitting on wheel chair

Car position indicator the interior of the cage shall be provided with a device that audibly indicates the floor, the cage has reached and indicates that the door of the cage for entrance/ exit is either open or close.

Hall lantern to be provided along with an audible chime.

Any other feature the time of an automatically closing door should be minimum 5 second and closing speed should not exceed 0.25 m/sec.

Landing signals

Hall buttons Self illuminating micro-push type in hair line stainless steel fascia plates

Car Position Digital position indicators along with direction of travel (with audible signal in each elevator lobby)

Hall gong Up/down indicator with single stroke gong/chime at all landing

Safety features

Door. safety:- full height infra-red light curtain/screen safety in addition to a pressure operated switch (mechanical safety switch)

Buffer Spring Buffer to be provided

Overload protection Overload protective device. Overload non starter.

Over travel protection Terminal and final limit switches to be provided

Motor protection Trip devices for:

Over current

Under voltage

Over voltage

Single phasing.

Earth leakage

Phase reversal

Interlocking of car and hoist way doors to be provided as per specifications.

Automatic Rescue Device (ARD) to be provided

Associated Civil and structural items all civil and structural items of work associated with erection and operation of lifts shall be provided by the Contractor at his cost including the following: -

Temporary-Scaffolding and safety barricades for erection in and around lift hoist ways

Bearing plates Buffer support fascia plates Ladder in pits

Safety railing on top of car

Channels, separators, stretchers etc.

Fireman's switch to be provided at Ground floor.

TESTING OF LIFT INSTALLATION

1. TESTS AT SITE:

1.1 Levelling Test:

Accuracy of the floor leveling shall be tested with the lift empty, fully loaded. The lift shall be run to each floor while travelling both in upward and downward directions and the actual distance of car floor above/ below landing floor shall be measured. In each case there shall not be any appreciable difference in these measurements for leveling at the floors when the car is empty and when it is fully loaded. The tolerances for leveling shall be as+ 5mm accuracy.

1.2 Safety Gear Test:

Instantaneous safety gear controlled by a governor should be tested with contract load and a contract speed, governor being operated by hand. Two tests should be made, however, with wedge clamps or flexible clamp safeties, one with contract load in the car and the other with 68 kg (equivalent to one person) in the car. The stopping distance obtained should be compared with specified figures and the guides, car platform, and safety gear should be carefully examined afterwards for signs of permanent distortion.

Counterweight safety gear should be tripped by the counterweight governor and the stopping

distance noted. In this case, however the governor tripping speed should exceed that of the car safety governor but not more than 10%

During the safety gear test, car speed (from the governor or the main sheave) should be determined at the instant or tripping speed with that stated in I.S. The governor jaws and rope should be examined for any undue wear.

1.3 Contract Speed:

This should be measured with contract load in the car, with half load with no load, and should not vary from the contract speed by more than 10 percent. The convenient method is by counting the number of revolutions, made by the sheave or drum in a known time. Chalk mark on the sheave or drum and a stop switch will facilitate timing but care must be exercised to ensure that no acceleration or retardation periods are included. If the roping is 2 to 1 the sheave speed is twice the car speed. Alternatively, the speed can be measured by a tachometer applied directly to shaft immediately below the sheave.

1.4 Lift Balance:

After the above test, some of the weight shall be removed until the remaining weights represent the figures specified by the tenderer. With this condition car at half way travel the effort required to move the lift car in either direction with the help of winding wheel shall be as nearly as can be judge by the same.

1.5 Car and landing doors interlocks:

The lift shall not move with any door open. The car doors relay contact and the retiring release cam must be tested. The working of the door operation and the safety edges and light equipment if any provided shall also be examined.

The operation of the contactors and interlocks shall be examined and it shall be ascertained whether all requirements laid down in the specifications have been met.

1.6 Normal Terminal Stopping Switches:

This shall be tested by letting the car run to each terminal landing in turn, first with no load and then with contract load and by taking measurements, top and bottom over travels can be ascertained.

1.7 Final Terminal Stopping Switches:

The normal terminal stopping switches shall be disconnected for this test. It shall be ensured that these switches operate before the buffers are engaged.

1.8 Insulation Resistance:

This shall be measured (after removing the electronic PCB's and their connection) between power and control lines and earth and shall not be less than 5 mega-ohms when measured with D.C. voltage of 500 volts. The test shall be carried out with contactors so connected together as to ensure that all parts of every circuit are simultaneously tested.

1.9 Earthing:

All conduits, switches, casing and similar metal work shall have earthing continuity.

1.10 Ropes:

The size, number construction and fastenings of the ropes should be carefully examined and recorded.

1.11 Buffers:

The car should be run on to its buffers at contract speed and with contract load in the car to test whether there is any permanent distortion of the car or buffers. The counterweight buffers should be tested similarly.

2. Tests at Manufacturer's Works:

2.1 High Voltage Test:

The dielectric or electric apparatus (excluding motors, generators and instruments which are tested in accordance with the appropriate Indian Standards wherever they exist) shall be capable of withstanding a test voltage of ten times the working voltage with a maximum of 2000 Volts when applied.

- i. Between the live parts and case of frame with all circuits completed.
- ii. Between main terminals or equivalent parts with all circuits open, and
- iii. Between the lift parts of independent circuits.

Note: Owing to the impracticability of applying tests (ii), (iii) mentioned above on controllers and Similar apparatus after controller wiring has been completed, these tests may be made at convenient stages of manufacturer.

2.2 Method of Applying High Voltage:

The test shall be made with alternating voltage of any convenient frequency, preferably between 49 to 60 cycles per second. The test voltage shall be approximately sine-wave form and during the application of voltage with peak value, as would be determined by spark gap by oscillograph or by any other approved method shall not be more than 1.45 times the rms value.

The rms values of the applied voltage shall be measured by means of a volt meter used with a suitably calibrated potential transformer or by means of voltmeter used in connection with a special calibrated voltmeter winding or testing transformer by any other suitable voltmeter connected to the output side of the testing transformer.

2.3 Duration of High Voltage Test:

The test shall be commenced at a voltage of about one third of the test voltage which shall be increased to the full test voltage as rapidly as is consistent with the value being indicated by the measuring instrument. The full test voltage shall be maintained for one minute. At the end of this period, the test voltage shall be rapidly diminished to one third of its full value before switching off. The oil buffers are examined after the above tests have been made to determine if there has been any oil leakage or distortion and to ensure that the buffers return to their normal positions.

2.4 Buffer Test:

A copy of the test report shall be intimated after testing at works.

3. Performance Test:

This test is meant for passenger lifts and is conducted to watch the performance of lift installation in terms of passenger handling capacity and waiting interval as obtained at site vis-a-vis design, data and conducted as below :

- i. Waiting interval: (T)-This can be worked out by taking the average of several round trip times as observed physically and then dividing it by the number of lifts in that bank.
- ii. Handling capacity $H = 300 \times Q \times 100 \times T \times P$

Where

H = Handling capacity as the percentage of the peak population handled during 5 minutes.

P = Total population to be handled during peak morning/ evening period. (It is related to the area for which particular bank of lifts serves).

Q = Average number of passengers carried in a car.

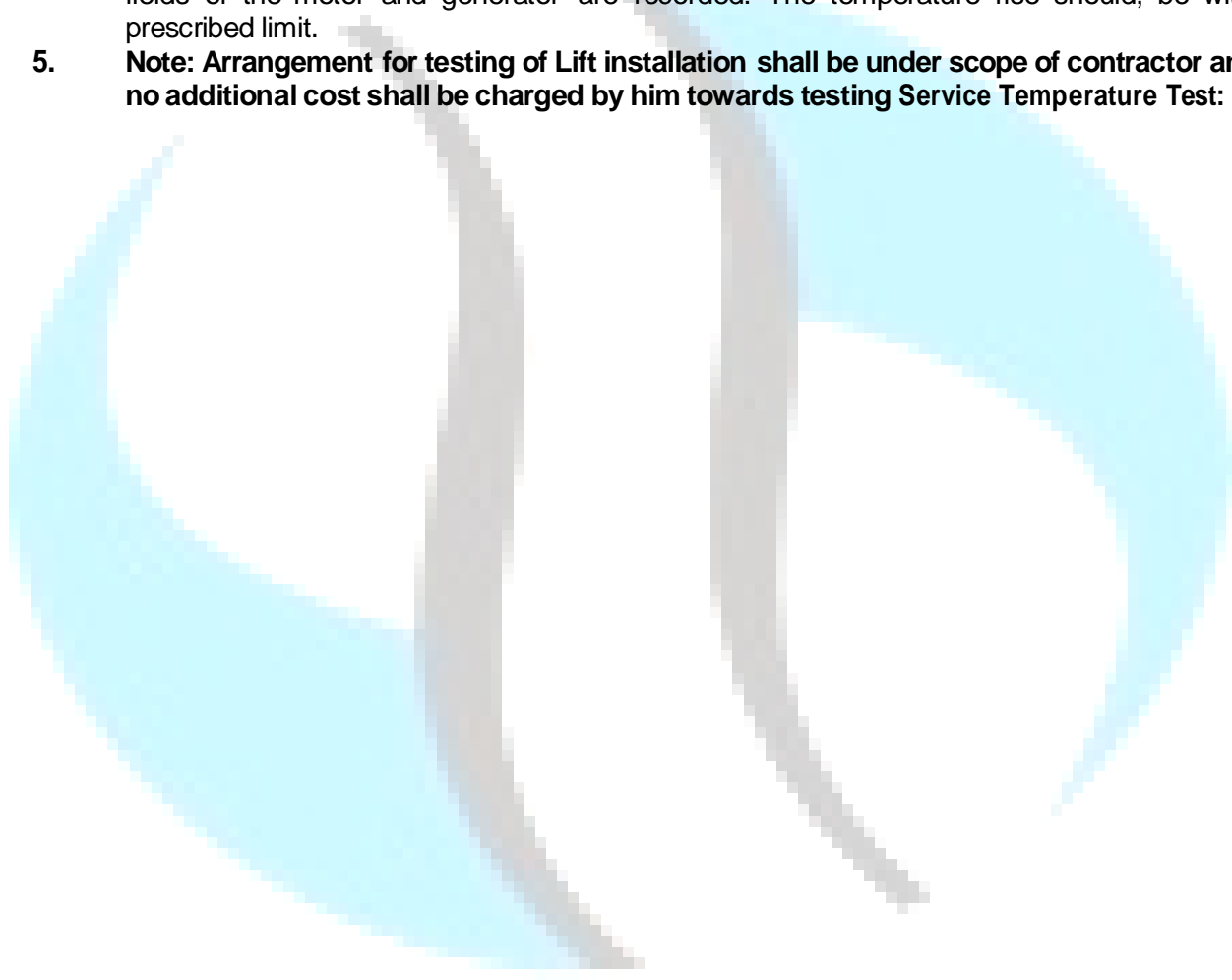
T = Waiting interval.

4. Service Temperature Test:

A continuous run of one hour should be made with number of starts and stops to reproduce as nearly as practical the anticipated duty in service. (The standard duty cycle is for 90 to 180 starts per hour). It is very difficult in practice to carry out this test with alternate starts at full load and no load and it is necessary therefore to simulate these cycles. A suitable test for all motors except squirrel cage motors is to run the car up from the bottom landing with contract load and stop at each floor. From the top floor a non-stop run is made to the lowest floor and the upward journey with stop is then repeated.

The time intervals between stops and starts at the floors should be uniform and such as to give about 180 starts in one hour. At the end of this run the temperatures of the armatures and fields of the motor and generator are recorded. The temperature rise should, be within prescribed limit.

5. **Note: Arrangement for testing of Lift installation shall be under scope of contractor and no additional cost shall be charged by him towards testing Service Temperature Test:**



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TECHNICAL PARAMETERS

(Appendix-TP)

Note: -Tenderers to give item wise confirmation/comment against each parameter. Deviations if any shall be clearly brought out in this Performa. Tenderer shall fill in the Performa and enclose it along with the tender.

S.No.	Items	Requirement as per tender	Item wise confirmation /Comment to be filled in by tenderer
A	PASSENGER LIFTS	Gearless	
	General		
1.1	Number of Lifts	2 Nos.	
1.2	Capacity	10 passenger/ 680 kg	
1.3	Lift Speed	1-1.25 MPS	
1.4	Number of Landings	8	
1.5	Number of openings	8	
1.6.	Travel	27 Mtrs	
	Machine, Hoistwav and Pit		
1.7	Machine room location	No Machine Room is being provided	
1.8	Machine Details	MRL Gearless	
	Drive System	ACVVVF/Microprocessor Based	
	Control System	Micro Processor Based Simplex, Full Collective Operation	
1.9	Hoist Dimensions	As per site.	
1.10	Head Room available above last landing	4500 mm	
1.11	Pit Depth	1600mm.	
	Car		
1.12	Car Enclosure	Stainless steel scratch proof (100%)	
1.13	Car Celina	As per manufacturer's standard	
1.14	Car Floor	Decorative flooring As per manufacturer's standard	
1.15	Car and landing doors	Automatic power operated Center. Opening 1000mm W X 2100 mm Stainless Steel or as per site requirement.	
1.16	Clear inside size of lift car	1200 mm X 1450 mm X 2200 (Min.)	
1.17	Car Operating Panel	Stainless Steel scratch proof (100%) Car Operating Panel inside car /1 COP)	
1.18	Car Interior Load	Counter weight should be able to accommodate approx. 50 kg weight for interior finish	
B	PARAMETERS FOR LIFTS		
1	Machine	GEARLESS	
1.1	Power Supply	415V/240V 50Hz	
1.2	Acceptable Voltage Fluctuation	+/- 10 %	
1.3	Rate of acceleration deceleration (m/sec)	0.6-1.5 (adjustable at site)	
1.4	Jerk (m/sec)	0.7-1.5 (adjustable at site)	

1.5	Vibration in car horizontal/vertical	20/18 MG maximum	
2	Fixtures/signals inside car		
2.1	Normal Lighting	LED Fitting as per standard design	
2.2	Emergency light and alarm bell (security room)	With SMF battery operated with charger rated for 30 minutes	
2.3	Ventilation	Suitable Blower Fan in the false ceiling and Vent to exhaust at skirting level	
2.4	Operating Buttons & Indications	Stainless steel operating panel with following buttons and indications.	
		Fade proof luminous buttons with Braille inscriptions corresponding to the floors.	
		Door Open & Door Close button with arrow indicators	
		Emergency Stop Button	
		Emergency alarm Button	
		Two position key operated switch for with attendant and without attendant operation.	
		Ventilation fan ON/OFF switch with auto OFF when there is no call after 120 seconds.	
		Built in 3-way intercom system with telephone instrument in the car, machine room and reception/security (as directed by Engineer In charge)	
		Dynamic Car direction display.	
		Digital Position Indicators	
		Audiovisual Overload Warning indicator	
2.5	Display Inside Car	Digital scrolling Dot Matrix display for floor position in the car	
2.6	Voice Synthesizer	To be provided.	
2.7	Is neutral wire available for control circuits	Yes	
2.8	Music (Music Speaker)	Yes	
3	Provisions for use of lift by handicapped persons in passenger elevators		
3.1	Hand Rail	A hand rail not less than 600 mm long at 900 mm above floor level shall be fixed adjacent to the control Panel.	
3.2	Car Operating Panel	Fade proof luminous buttons with Braille inscription in car. Level to be lower than normal so as to be accessible by a person silting on	

		wheel chair	
3.3	Hall Buttons	Inscription in Braille also to be provided; normal so as to be accessible by a person sitting on a wheel chair.	
3.4	Car Position Indicator	The interior of the cage shall be provided with a device that audibly indicate the floor	
3.5	Hall Lantern	To be provided along with audible chime	
3.6	Any other feature	The time of an automatically closing door should be minimum 5 second and closing speed should not exceed 0.25m/sec	
4	Landing Signals		
4.1	Hall Buttons	Luminous hall buttons with Braille inscription at all landing in stainless steel scratch proof (100%) plates.	
4.2	Car Position	Digital scrolling Dot Matrix display for floor position, along with direction of travel in the car and at all landings (with audible signal in each elevator with signal in each elevator lobby)	
5	Safety Features		
5.1	Door Safety	Full height infra red curtain/screen door safety in addition to a pressure operated switch (Mechanical safety switch)	
5.2	Buffer	Spring Buffer to be provided.	
5.3	Overload protection	Overload Protective Device Overload Non Starter (lift should not start on overload)	
5.4	Overtravel Protection	Trip Devices for : Over Current, Under voltage, Over Voltage, Single phasing, Earth Leakage, phase reversal	
5.5	Interlocking of car & hoistway doors	To be provided as per specifications.	
5.6	Automatic Rescue Device(ARD)	To be provided	
6	Other Features	Micro processors Based full Collective Controller, with/without attended switch, Full Length Infra red Safety Light Curtain Battery Operated Emergency Alarm & Light.	

Equipment Details

SPECIAL DATA TO BE FINISHED BY BIDDERS

SI No.	Data to be filled in by the tenderer	Passenger Lifts
A	Equipment Details	
1	Machine type /Gearless	
2	Reduction gear unit ratio	
3	Drive Motor data	
i)	KW	
ii	Starting Current Amp	
iii	F.L. Rated Current (Arnp)	
iv	Max. no. of starts per hour	
v	Insulation Class	
4	Hoist/Governor ropes (<i>no.</i> and size)	
5	Max. temperature tolerance during peak summer months	
6	Heat Release data for machine room equipment	
B	Special Features	
	Tenders to confirm included/Not included in respect of the following	included/Not included
1	Auto fan off switch	
2	Fan inside the car	
3	Over Load warning indicator	
4	Ni-Cd batteries with charging circuit	
5	Doors Safety	
6	Additional weight permitted inside the car for interiors	
B	Performance Parameters	
1	Leveling accuracy	
2	Governor Tripping Speed	

Note:

1. Bidders to quote strictly as per the BOQ enclosed herewith in tender document
2. Complete tender document with all technical details only filled in the format provided in the tender shall be returned with just as annexure as terms/ conditions if any required.

CHAPTER-4 C

TECHNICAL SPECIFICATIONS

LIFTS & MAINTENANCE SERVICES

1. Scope

The Contractor shall provide Free Comprehensive Maintenance service (warranty period) for a period on one year from the date of handing over of the lift to Engineer-in-Charge. After expiry of this free comprehensive maintenance period, 5 years CAMC should be provided by contractor with the finalized/quoted rate by contractor.

The maintenance services rendered by the contractor (free maintenance for one year after handing over and as per CAMC if entered into for subsequent years) shall include routine and preventive maintenance as also breakdown maintenance as and when required including renewal of License within their quoted rates. Maintenance services shall be provided with 24-hour emergency call out service with a response of 2 hrs.

2. ROUTINE AND PREVENTIVE MAINTENANCE

Program of routine and preventive maintenance during the free maintenance period as also during the tenure of annual maintenance contract shall comply with minimum requirements as below.

2.1 Fortnightly

- To check all bearing oils, oil rings, oil chains, etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check and repair all relays and contacts as wells as their movements and repair as necessary
- To clean traction machines, relays panels, control panel, starter panels, selectors, governors, car 'top, car gates, sills and pits
- To check brake action and adjust if necessary
- To check and repair movement of door switches, gate switches and emergency stop switches
- To check and repair indicator lamps and indicator
- To check and repair annunciator lights, buzzer and car lights
- To check and adjust leveling differences, brake slippage, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons, switches and the like.
- To check and repair operation of weighting devices.

2.2 Monthly

- To turn grease cups for speed governors and compensating pulleys
- To check and oil selectors
- To top up rail lubricators

- To clean ropes oil if necessary
- To clean PM motor and inspect controller box etc.
- To oil electric brake pins
- To oil all pins of door operation and door opening mechanisms,
- To clean hoist way, beams slow down cams, outside cages, rails and counterweight rails
- To clean, oil and adjust door closer and levers
- To clean main sheave, secondary sheaves and rope sheaves on car top and counter weigh top
- To clean and repair brake wheels and shoes
- To oil compensating rope tensioning pulleys.
- ARD Operation of Lifts

2.3 Every Two Months –

- To clean and oil door hangers, door rails, interior of hanger case. If necessary adjust acentric rollers, car door hangers, door connecting ropes and chains
- To check and repair door shoe
- To clean and oil safety fears
- To clean and oil car and counterweight guide shoes. Adjust if necessary
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollers of terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worn parts if necessary
- To check and repair flexible cable
- To check and repair movement of limit switches
- To clean and oil interior of car control switches:
- To clean and check push buttons of care control panels
- To check, clean and repair the sleeve and plungers of the electromagnetic brakes
- .ARD Operation of Lifts

2.4 Every three months

- To check and repair the operation of terminal limit switches and final limit switches.
- To check and repair the governor switches.
- To clean the brush holders and commentators of the door motors
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and controls panels using electric blower
- To clean and repair the indicator lamps
- To check the voltage of rectifiers and thyristors
- ARD Operation of Lifts

2.5 Half yearly

- To check and repair the operation of safety gears
- To check oil for oil buffers

- To check and clean the hall buttons and contacts
- To check and repair the compensating chains or ropes
- To check and oil the bearing of door motors
- ARD Operation of Lifts
- To grease the secondary sheaves, car top sheaves and counterweigh
- To check the wear of guide shoes of cars and counterweigh

2.6 Annual

- To clean the wire connection box of every landing and car cages. Tighten all screws and check the conditions of cables at conduit inlets and outlets
- To check and tighten screws of control panels, starters panels and relay panels
- To remove the dust inside the landing indicator switches by electric blower
- To test all safety devices
- To dismantle, clean and adjust the electromagnetic brake of gearless machines
- To change motor oil
- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lift frame, guide rail, guide rail clamps and bracket etc.
- To test the over current relays
- To provide all labour, materials, tools and transport to carry out annual inspection and load test according to the requirement of the employer all the scheduled maintenance services described above shall be properly programmed and agreed with the Engineer-in-charge in order not to affect operation of the lift systems

3. BREAK DOWN MAINTENANCE

The Contractor shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

In circumstance such that the Contractor fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities.

4. GENERAL

The Contractor shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately within rates quoted towards Annual Maintenance Contract.

A competent engineer shall be provided to investigate the fundamental cause of a fault temporary quick fix solution will not be accepted.

The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section.

The above scope is minimum requirement & contractor shall do also all other maintenance activities as per recommendations of manufacturer of lifts.

5. DISPOSAL OF OLD/Used 10 passengers lift Make Techno UNDER BUYBACK

- a) The Vendor/Contractor/Bidder shall arrange to remove the old/used **10 passengers lift Make Techno** from site under buy-back on "AS IS WHERE IS BASIS" shall be disposed of by the

Vendor/Contractor/Bidder at his own risk and cost. The vendor/contractor shall take away such material out of RailTel Premises/Site immediately after de-installation at site and shall ensure its removal from site within the duration of the contract as per statutory/environmental disposal norms and provide RailTel with the certificate for safe disposal/End use as per statutory norms.

- b) The Contractor/Vendor shall arrange to stack, collect, transport, dispose off the **10 passengers lift Make Techno**, in compliance to the safe disposal norms as per statutory rules/guidelines in force from time to time and as specified elsewhere in the Tender Documents/SOW/SCC etc.

6. WARRANTY SUPPORT & Comprehensive Annual Maintenance Contract (CAMC)

A. Warranty Support

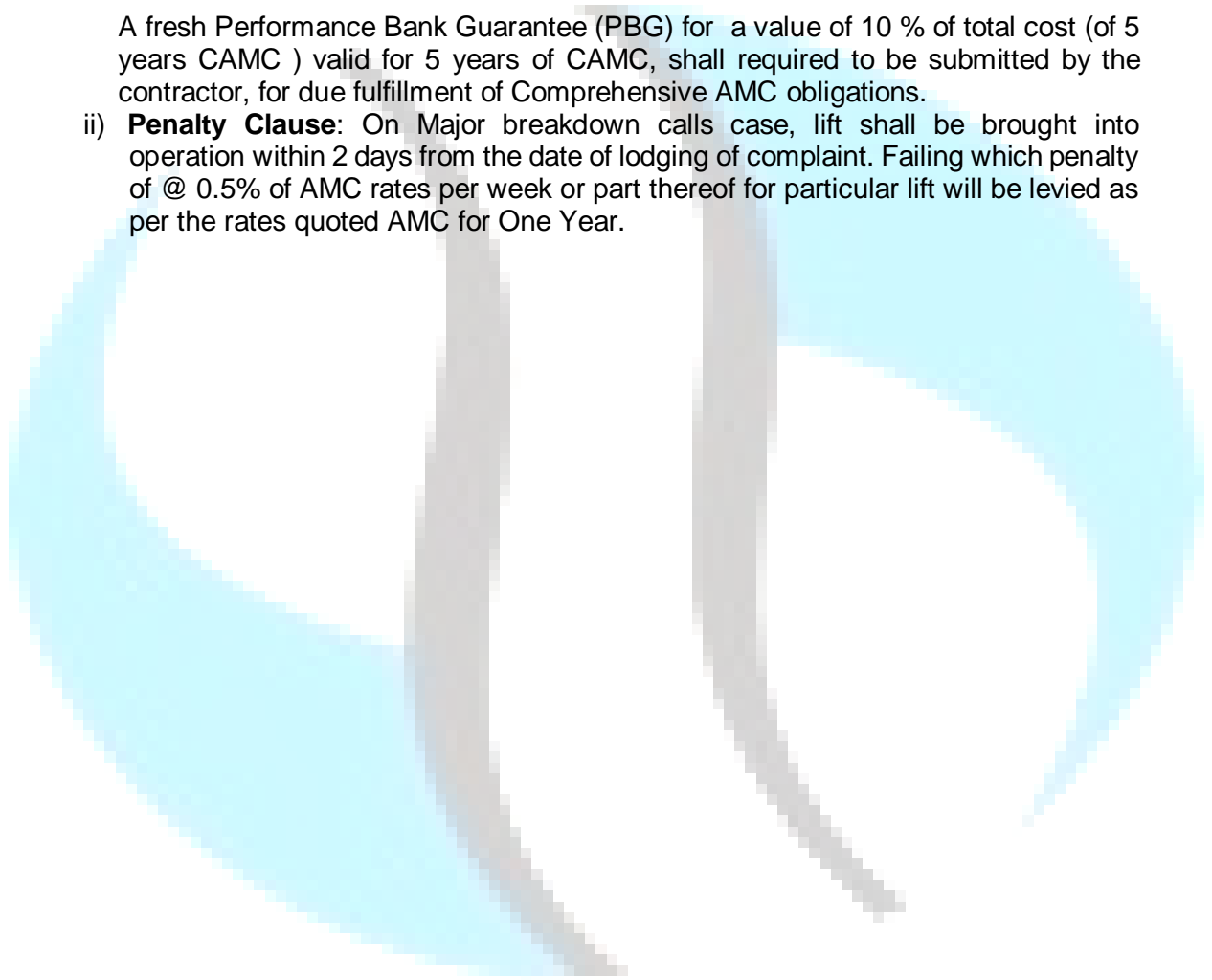
- i) All equipment and systems supplied by the contractor shall be warranted against the defects for a period of twelve months from the date of issue of the Provisional Acceptance Certificate. The contractor shall provide comprehensive warranty support for all the items supplied by him against this tender.
- iv) During this period, the contractor shall remain responsible to arrange replacement within 7 days and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.
- v) During this period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the lift, or from faulty execution of the lift by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is fault.
- vi) If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the Lift to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- vii) Until the Final Acceptance Certificate shall have been issued, the contractor shall have the right of entry, at his own risk and expense, by himself or his duly authorized representatives, whose names shall have previously been communicated in writing to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the system and taking notes there from and, if he desires at his own risk and expense, making any tests subject to the approval of the purchaser which shall not be unreasonably withheld.

B. Long Term Maintenance Support / AMC for 5 years after warranty period and issuance of FAC

- i) Successful bidder shall provide maintenance support for both the lift from OEM after successful completion of the warranty obligations for a minimum period of 5 years.

A fresh Performance Bank Guarantee (PBG) for a value of 10 % of total cost (of 5 years CAMC) valid for 5 years of CAMC, shall required to be submitted by the contractor, for due fulfillment of Comprehensive AMC obligations.

- ii) **Penalty Clause:** On Major breakdown calls case, lift shall be brought into operation within 2 days from the date of lodging of complaint. Failing which penalty of @ 0.5% of AMC rates per week or part thereof for particular lift will be levied as per the rates quoted AMC for One Year.



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RAILTEL

A Government of India
Under Ministry

Section-II

Chapter 5

OFFER LETTER

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

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 120 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of "....." within **9 months** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

A sum of Rs through <https://eproc.railtelenivida.com> Portal herewith submitted as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

RAILTEL

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Under Ministry

Chapter-6

INSTRUCTIONS TO THE TENDERERS

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

Please note all columns should be filled and blank columns, if any, should be marked as nil.

Please read carefully the schedule of requirements, instructions to the tenderers, general & special tender conditions, and standard conditions of contract and technical specifications of schedule of requirements before uploading the tender form. Please sign on each page.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE <https://railtel.enivida.com>.

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

The Tender document consists of the following: -

Notice Inviting Tender

Section 'I' (Variable)

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 2A E-tendering Instructions to Bidder

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

Section 'II' (Fixed)

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Performance Bank Guarantee

Chapter 10 Check List

6.1. Offer Letter

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

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

6.2 Instructions for Tender Document to the tenderer

The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal <https://railtel.enivida.com>.

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

6.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- a) Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b) The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c) The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d) Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.4. Earnest Money Deposit (EMD):

The tenderer shall deposit earnest money as per BID DATA SHEET along with the tender through <https://railtel.enivida.com> Portal. No bank guarantee for EMD is accepted. This security is required to protect interest of RAILTEL against the risk of conduct of the bidder, which may warrant the forfeiture of the security in the following scenario:

- a) In the event of withdrawal of bid during the period of bid validity; Or
- b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with the Terms and Conditions and another requirement as specified in TENDER Or
- c) Any act of bidder, which is not in line with contract obligations.

In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee without any interest.

6.5 Security Deposit/Performance Bank Guarantee

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

Note: Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.

6.6 No Interest on Earnest Money and Performance Security:

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

6.7 Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders will not be considered.

6.8 Deleted

6.9 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do soon production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

6.10 Deleted

6.11 Rate, Taxes and Duties: -

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

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

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

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

6.12 Excise Duty: Deleted

6.13 GST related clause:

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

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

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

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

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

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

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

- 6.13.3** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 6.13.4** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.13.5** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.13.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.13.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 6.13.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST alongwith respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.10** In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.13.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon

necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

6.14. In case of imported equipment: -

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

6.15 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

6.16 Validity: Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

6.17 Evaluation Criteria:

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
- ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

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

6.19 Compliance & Deviation statements:

Compliance statement for acceptance of the Technical Specifications (Chapter 4B) and Instructions & Conditions (Chapter3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.20 Tenderer's Comments:

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

6.21 Deleted

6.22 Tax deducted at Source:

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

6.23 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on <https://eproc.railtelenivida.com> Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.24. Ambiguity:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

6.25 Bid submission & Opening (On Line only)

6.25.1 EMD and cost of tender document should be submitted through <https://eproc.railtelenivida.com> Portal. Bids without EMD and cost of tender document will be summarily rejected.

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

1. Power of attorney in favor of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4 B) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Performance statement including Copies of Purchase Orders & Inspection certificates as per clause **3.3.1 of Eligibility Criteria Compliance**.
6. Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.

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

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

Chapter 7

7.0. GENERAL TENDER CONDITIONS

7.1 Acceptance of the Offers: -

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

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the PO/LOA/Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the PO/LOA/Sub PO. Any such change in value/quantity shall have no impact on the rates mentioned in the PO/LOA/Sub PO for any such item.
- b) RailTel will enter into PO/LOA/SPO with the successful firm to whom the contract is awarded for catering of requirement of Equipment. During the validity of PO/LOA/Sub PO, RailTel may place Sub Purchase Orders for Equipment detailed in SOR, as per requirement. The total variation under PO/LOA/Sub PO +/- 25% of contract value shall be restricted for these SOR items. The supplier shall have to supply material against this PO/LOA/Sub PO within 90 days from the date of issue of such PO/LOA/Sub PO.

7.3 Deleted

7.4 The payment will be released in accordance with Clause 3.16 i.e., of Inspection, Checking & Testing of Chapter-3.

7.5 Inspection, Checking & Testing:

Pre-shipment/ pre dispatch inspection shall be carried out at manufacturer's/supplier's works by authorized representative of RailTel. The material should be offered for inspection after the issue of purchase order. Travelling, Lodging & Boarding expenses of RailTel's representative and charges for 3rd party inspection, if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacture/supplier free of cost.

Along with inspection call, the manufacturer / supplier shall submit the details of test procedures, test program, test parameters together with permitted values and also their Quality Assurance plan.

In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer /supplier. In such case, total cost of re-inspection including travel, lodging and boarding of the inspecting officials shall be borne by the manufacturer /supplier.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of test/inspection.

7.6 Terms of Delivery:

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

- b) Tenderer shall submit the offer clearly on CIP destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

7.7 Delivery Schedule

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

7.8. Marking of Material Supplied:

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

7.9. Procurement from Manufacturers Authorized agents / Distributors:

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

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

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

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

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

7.11 Issue of Confirmed Supply Orders:

Corporate Office of RailTel will issue the Supply Orders within validity period of contract Agreement/Advance Purchase order.

7.12 Consignee Details: JGM/Electrical, RailTel, Gurugram.

7.13 Force Majeure Clause:

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

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



A Government of India
Under Ministry

Chapter 8

STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

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

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

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

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

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

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

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

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

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

8.0.11. "Particulars" include-

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

specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

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

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

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.

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

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

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

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

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

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

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

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

- (a) The consignee at his premises; or
- (b) Where so provided the interim consignee at his premises, or

- (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
- (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

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

8.0.23. Deleted

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

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

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

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

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

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

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

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

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

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

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to

the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

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

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

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

8.2.0. Quotations of rates by Contractors

- a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.
- b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
 - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. Contract.

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

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

8.4.0. Security Deposit.

8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the PO/LOA detailed in the contract for which the tender has been accepted, as a security for the due fulfilment of the contract.

8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or

(b) To cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.

8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.

8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

8.5.0. Delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.2.1 Termination for Default–

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

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

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

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

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

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

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

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

(ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.

(iii) The purchaser authorizes the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

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

8.8.0. Deleted

8.9.0. Deleted

8.10.0. Samples.

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

8.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the

Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

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

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

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

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

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

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

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

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

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

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

8.12.0. Facilities for test and Examination-

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in

accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

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

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

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

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

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

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

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

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

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

8.14.0. Responsibility of the Contractor for Executing the Contract.

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

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

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

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

8.14.4. The provisions contained in Clause 8.19.0 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

Note- In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

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

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

8.14.6. Changes in a Firm:-

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

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

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

d) Consequence of breach - Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the

purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.

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

8.15.0. Indemnity.

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

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

8.16.0. Packing.

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

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

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

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

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

8.16.6. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in

accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

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

8.17.0 Notification of Delivery.

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

demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

8.18.0. Progress Reports.

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

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

8.19.0. Removal of Rejected Stores.

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

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

8.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such

rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

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

8.20.0. System of Payment.

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

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

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

8.21.0. Withholding and lien in respect of sums claimed.

8.21.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

8.21.2. For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

8.21.3. Lien in respect of Claims in other Contracts

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

(b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or

determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.22.0. Corrupt Practices

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

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

8.23.0. Insolvency and Breach of Contract.

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

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

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

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

8.24.0. Laws governing the Contract.

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

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

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

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

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

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

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

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

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

5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.25.0. Headings.

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

8.26.0 Settlement of Disputes/ Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

8.27.0. Inspection & Rejection: -

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

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

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

8.28.0 Warranty/Guarantee

8.28.1 The materials are to be warranted for 30 Months from date of delivery or 24 months from date of Installation whichever is earlier. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop

subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

8.28.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

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

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

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

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

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

Replacement Services

If the contractor fails to replace the Faulty Equipment/affected part/module within a week, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than one week and up to two weeks (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than two weeks and up to three weeks (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than three weeks and up to four weeks (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than four weeks (from the date of receipt)	Full cost of affected part/module. RailTel may terminate the contract in this case.

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

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

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

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

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

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

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

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

8.30.0. Additional Conditions: -

These (special) conditions wherever they differ from the Invitation to tender and Instruction to Tenderers override the later.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it: -

Additional (Special Conditions):

Purpose of Contract: The contract, which shall be deemed to be a Rate /Running contract is intended for the supply of the Stores of the descriptions set forth in the Schedule to Tender during the period therein specified.

Period of Contract: Unless otherwise indicated in the schedule, the period of contract shall be one year from the date of acceptance of offer.

The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.

Number or quantity contracted for – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the PO/LOA/Sub PO which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all stores as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores included in the contract, (2) of placing PO/LOA/Sub PO contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.

Minimum/maximum order value - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract.

Delay or default in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.

Fall Clause:

I. The price charged for the stores under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offers to sell stores of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the PO/Advance Purchase Order/rate contract is completed.

II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:

Export/Deemed Exports by the contractor,
Sale of goods such as drugs which have expiry dates, and

III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

"I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), of sub-para II above, details of which are as follows: "



भारतीय रेलवे निगम
विकास विभाग

Chapter-9

Annexure- II

Dated:

JGM/Electrical
RailTel Corporation of India Ltd.

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

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: Tender No.....dated.....

Dear Sir,

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

.....

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

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

Thanking you,
Best regards,

Authorised Signatory



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Under Ministry

COMPLIANCE STATEMENT (On Bidder's Letter Head)

DECLARATION

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

Signature and Seal of Bidder

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

List of deviations

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

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

Signature and Seal of Bidder

Bidder's Profile Information (on the bidder's letter head)

Sl. No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office ----- Corporate/ Head Office			
5	Bank Details including - Account Name Account Number Bank & Branch Details IFSC Code			
6	Name of Contact Person (At least Two) Telephone Number Fax Number E-Mail Address Website2			
7	Financial Details	2021-22	2022-23	2023-24
	Net Profit			
	Turn Over			

Signature & Seal of Company

राज्य
RAILTEL

Government of India
Under Ministry

**PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE
(On Stamp Paper of Rs. one hundred)**

**Executive Director/ Data Network & Marketing,
RailTel Corporation of India Limited**

I / We hereby guarantee that the tender requirement, on the basis of which we have submitted our tender no. has been carefully read and complied in our offer to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional Equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

RAILTEL

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Public Undertaking

Pre-bid Query Format

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No	Tender Reference(s) (Section, Page)	Content of Tender requiring clarification	Points of clarification required
1			
2			

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

*To be submitted by email (Signed and excel copy)/ hardcopy

RAILTEL

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Under Ministry

Annexure VII

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer) **

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s _____(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

Place & Dated:

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

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

Chapter 10**Annexure-VIII**

All the Items/Equipment's are to be supplied , Installed and Commissioned at following location:

RailTel Corporation Of India Ltd, RailTel Tower, Plot No. 143, Sector 44, Gurugram, Haryana-122003

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of tender document.		
2	Power of Attorney.		
3	Downloaded tender document digitally signed.		
4	Earnest money amounting Rs 90,600/- (Rs Ninety Thousand Six Hundred Only) Through portal https://railtel.enivida.com as per bid data sheet (Chapter 2)		
5	Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 3.3.1 as per Chapter 3.		
6	Compliance statement for acceptance of technical specification (Chapter 4 B) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).		
7	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
8	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 2.		
9	Compliance to conditions of Chapter-1 and technical specification of Chapter-4B. No deviation certificate from bidder.		

Detail of Offered equipment's against SOR:

SN	SOR	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1	SOR-A				
2	SOR-B				
3	SOR-C				
4	SOR-D				

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				

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

END OF THE DOCUMENT