



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
RAILTEL CORPORATION OF INDIA LIMITED

6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Shop, Begumpet, Hyderabad - 16

ई-निविदा दस्तावेज
e-TENDER DOCUMENT

TENDER NO: RailTel/e-Tender/OT/SR/SC/2025-26/22
निविदा सं. रेलटेल/ई-टेंडर/ओटी/एसआर/एससी/2025-26/22

Dt. 16-03-2026

काम का नाम
Name of the Work

“दक्षिण मध्य रेलवे क्षेत्र के काजीपेट से बल्हारशाह खंड के बीच विभिन्न स्थानों पर ओएफसी का डायवर्जन”

“Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory”

विजयवाड़ा क्षेत्र के विभिन्न RailTel PoP स्थानों में अर्थिंग सिस्टम की व्यवस्था

Download of Tender document and submission of offer at e-tender portal: <https://railtel.enivida.com>
Submission of offers

- 1) Submission of offers - Online along with all scanned copies (as per check list).
- 2) Submission of documents as per tender document – Online only (as per check list).
(EMD/ UDYAM or Startup certificate & Bid security declaration, Technical & Financial Eligibility documents, Manpower details, Equipment details, and Affidavit submission).



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Shop, Begumpet, Hyderabad – 16, visit www.railtelindia.com, Tel: 040-27821134

OPEN TENDER NOTICE / खुली निविदा सूचना

E-Tender Notice No: **RailTel/e-Tender/OT/SR/SC/2025-26/22 Dated.16-03-2026**

RailTel Corporation of India Ltd., Secunderabad invites sealed e-tenders from established contractors with proven experience for the work of "Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory" as detailed below.

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, सिक्ंदराबाद, स्थापित ठेकेदारों से सीलबंद ई-टेंडर आमंत्रित करता है, जिनके पास प्रमाणित अनुभव है, कार्य के लिए "विजयवाड़ा क्षेत्र के विभिन्न रेलटेल पीओपी स्थानों में अर्थिंग सिस्टम की व्यवस्था" निम्नलिखित विवरण के अनुसार।

S no क्रमांक	Section अनुभाग	Estimated Cost inclusive of GST@18% (In Rs) GST@18% सहित अनुमानित लागत (रुपये में)	EMD (In Rs) ईएमडी (रुपये में)
1	"Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory" विजयवाड़ा क्षेत्र के विभिन्न RailTel PoP स्थानों में अर्थिंग सिस्टम की व्यवस्था	₹17,92,983/-	₹35900/-

a)	Tender Document available for download / निविदा दस्तावेज डाउनलोड के लिए उपलब्ध	From 16-03-2026
b)	Closing date for Submission of E-Bids / ई-बोली जमा करने की अंतिम तिथि	07-04-2026 on or before 15.00 hrs.
c)	Date of opening of E-Bids. / ई-बोली खोलने की तिथि।	07-04-2026 at 15.30 hrs.
d)	Validity of offer / ऑफर की वैधता	60 days from the date of opening of tender
e)	Completion period / पूरा होने की अवधि	90 days from the date of issue of LOA

Earnest Money (EMD) shall be submitted through online in e-Nivida online portal

निविदा की लागत और बयाना राशि (ईएमडी) **e-निविदा ऑनलाइन पोर्टल** में ऑनलाइन के माध्यम से जमा की जाएगी।

Note: This notice is being published for participation, open to all.

Eligibility Criteria / पात्रता मापदंड:

For detailed qualifying criteria, please refer Para 15 of Section II chapter I of tender document. / विस्तृत योग्यता मानदंड के लिए, कृपया निविदा दस्तावेज के खंड II अध्याय I के पैरा 15 को देखें।

**** Note / ध्यानदे:**

1. Works contracts are not covered under purview of Public Procurement Policy for MSEs order 2012 and instant tender is works contract tender. Accordingly, **EMD submission exemption is not applicable to MSEs** i.e even registered with Udyam. However, **EMD submission is exempted for Startups** as registered and recognized by Department of Promotion of Industry and Internal Trade (DIPP) subject to meeting of quality and technical specifications.. Startups claiming for exemption should submit a certified copy of their valid registration details (Startup registration certificate) and bid security declaration as per Form-12. **Offers not accompanied by EMD / Startup registration certificate along with Bid security declaration for exemption as mentioned above, shall be summarily REJECTED.** Please see cl.no.5.8 of instructions to tenderers
1. Only class-I local suppliers will be considered. Quantities are not divisible between Class-I and Class-II local suppliers.
2. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. / बोलीदाता को बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा।

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 documents from E-NIVIDA's e-portal.** All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal & RailTel website.

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

Printed copy of Tender document will not be sold from RailTel office / रेलटेल कार्यालय से निविदा दस्तावेज की मुद्रित प्रति नहीं बेची जाएगी

The offers shall be opened on above said date in the presence of those bidders who choose to be present online (refer section: e-Tendering/Bid Receipt (Online)). If the above said date happens to be a holiday the same shall be opened on the next working day. प्रस्ताव उपरोक्त तिथि को उन बोलीदाताओं की उपस्थिति में खोले जाएंगे जो ऑनलाइन उपस्थित होना चाहते हैं (देखें अनुभाग: ई-निविदा/ बोली रसीद (ऑनलाइन))। यदि उक्त तिथि को अवकाश होता है तो उसे अगले कार्य दिवस में खोला जायेगा।

Late/delayed/ incomplete tenders and tender bids without submission of EMD /with insufficient EMD will be summarily rejected.

Sd/-
General Manager/TM/BZA
महाप्रबंधक & टीएम/बीजेडए
RailTel Corporation of India Ltd.
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

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Section Online

Chapter -1

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

This tender is processed as E-Tender

Availability of e-Tender Document:

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

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

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

2. Tender Bidding Methodology:

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

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 8448288994

for technical queries Mail id: - enividahelpdesk@gmail.com

RailTel's Contact Person & Designation

Mr.P.Chinnabbai,
AGM/O&M/Nodal/BZA

Mobile : 9704660641 E-Mail Id: chinnabbai@railtelindia.com

3. Broad outline of submissions are as follows:

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

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

GUIDELINES FOR REGISTRATION

Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.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 or as mentioned in the portal.

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

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

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

PREPARATION OF BIDS

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

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

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

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

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

SUBMISSION OF BIDS

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

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

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

In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online

Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

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

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

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

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

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

4. Document submission:

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

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

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

5. Submission of Eligibility Criteria related documents

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

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

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

6. Instructions for Tender Document TO THE BIDDERS

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

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

7. Submission of Offers and Filling of Tender:

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

8. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, online.

9. **Addenda / Corrigenda:** Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on E-NIVIDA Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

10. Ambiguity/ Pre- Bid Clarification Requests:

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

11. Bid submission and Opening date

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

13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online.

12. Other Instructions

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

13. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on E-NIVIDA's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

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

SECTION – I
Chapter -1
Preamble

Tender No. RailTel/e-Tender/OT/SR/SC/2025-26/22.

Dated 16-03-2026

1. **Name of work:** “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” as per schedule of requirement.
2. **Scope of work:** The broad responsibility of the contractor under the scope of work for this tender shall be, “Supply of items conforming to industry standards and execution of work of Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory as per Schedule of requirement and the Technical Specifications:. Tender details are given below

Tender no.	Estimated Cost incl.GST	Technical Eligibility			Financial Eligibility
		One Similar Work (60%)	Two Similar Works (each 40%)	Three Similar Works (each 30%)	150% Turnover
RailTel/e-Tender/OT/SR/SC/2025-26/22	₹17,92,983/-	₹10,75,790/-	₹7,17,193/-	₹5,37,895/-	₹26,89,475/-

3. **Awarding or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.**
4. **Tender offers:** The tenderers are required to quote **percentage rate** for the complete work. The quote shall be in figures and words.
5. **Cost of Tender Book per Section: not applicable .**
6. **Qualifying Criteria** For participating in the tender, the contractor shall be required to meet the eligibility requirements as given in **Para 15 of Chapter-1 of Section-II** (Instructions to Tenderers and Conditions of Tendering) of the tender document.
7. **Last date of Submission:** The tender shall be received up to 15.00 hrs of 07-04-2026 through E-Nivida portal (online)
8. **Date of Opening of Tender:** The tender will be opened at 15.30 hrs on 07-04-2026 through E-Nivida portal (online).
9. **Completion Period of Work:** The work should complete within 90 days from the date of issue of Letter of Acceptance/PO
10. **Address to which correspondence and documents relating to the Contract should be sent:** Principle Executive Director (Southern Region), RailTel Corporation of India Ltd, 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Shop, Begumpet, Hyderabad - 16
11. **Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 5 Chapter I Section II**
12. **Security Deposit: @5% of contract value will be deducted from on account bills as per Para-3 of Special Conditions of Contract (Section II Chapter 2)** for due fulfillment of contract.
13. **PBG:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 30 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Performance Bank Guarantee for due fulfillment of contract.
14. **Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification (Section III chapter 3 of tender document). The work shall be executed in compliance with all the technical requirements given therein.
15. **Schedule of Requirement:** The various items to be supplied and works/services to be provided by

the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter 2). The tenderer is advised to quote for all the items. The make and model of all the equipments proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.

16. **As made drawings:** shall be submitted after completion of testing and commissioning of section as per specification (section III chapter 3)
17. **Materials to be supplied by RailTel required if any: OFC and HDPE Duct required for the work will be issued to the contractor, from Secunderabad or near by stores of RailTel in standard drum lengths. Contractor shall handle OFC & Duct carefully while transporting to a site and laying there without causing any damage to OFC & Duct. The balance unused OFC & Duct should be utilized at other site OR returned to the closest designated stores of RailTel as per instructions of RailTel Manager. The contractor has to make his own arrangements to transport OFC & Duct and no payment shall be made on this account.**
18. **Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that no material except items mentioned in para 17 above shall be arranged/supplied by RailTel for commissioning the work. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective as required are to be supplied by the contractor.
19. As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
20. **Maintenance Support:** The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.
21. **Video Recording:** deleted
22. In all matters, decision of Principle Executive Director (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.
23. **The Bidder should not be blacklisted/debarred/banned/Terminated by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. Further, Contractors defaulting in one section (for OFC Maintenance) and having their contract terminated in any of the Regions of RailTel, will not be allowed to participate in this Tender. A self-declaration to this effect to be submitted by the bidder along with the bid.**

TENDERER DATA SHEET**For**

“Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” as per the Schedule of Requirement and Specifications
(Tender No: RailTel/e-Tender/OT/SR/SC/2025-26/22)

S No	clause reference	Description	Remarks(Yes/No)	Page no
Cost of Tender & EMD Particulars				
1	EMD as per NIT/ Preamble	Whether EMD submitted online in E-Nivida portal?		
		If exemption is sought as Startup , then Startup registration certificate as per DIPP guidelines and bid security declaration submitted along with bid?		
2	should not be blacklisted/debarred/banned/Terminated	should not be blacklisted/debarred/banned/Terminated by any Central Govt./Union Govt./State Govt./PSU as per cl.no.23 of Preamble. Declaration to this effect submitted?		
Technical Eligibility Criteria				
3		Whether work completion certificate issued by the client as per Form no 2 has following information.	submitted certificate Yes / No	
(a)	cl.no. 15 & 15.2 section II chapter I for similar work execution of 30%/40%/60% (as the case may be) of tender advertised value	please specify eligibility as per submission of single/ two/three similar works?, Contract Agreement No/ Work /Purchase order No & Date may be mentioned, as the case may be, including summary of eligibility		
(b)		Name and scope of Work executed under single contract /as the case may be agreement(s)		
(c)	<u>For Startup</u> similar work execution of 15%/20%/35% (as the case may be) of tender advertised value	Executed / Paid Value of work mentioned or not? If mentioned specify the value for each work		
(d)		Is Value of work executed i.. 3 Similar work each costing not less than 30% of advertised value? or ii. 2 Similar work each costing not less than 40% of advertised value? or iii. 1 Similar work each costing not less than 60% of advertised value?		

(e)		Whether work executed in user form no.2 is for work experience as mentioned in clause no 15.2.2 instructions to tenderer section II Chapter I of tender document) if yes provide the information required		
Financial eligibility criteria				
5	cl.no.15 & 15.3 section II chapter I for turnover of 150% of tender advertised value For STARTUP- annual turnover of 50% of tendered value	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the year 2022-23, 2023-24, 2024-25 and current year (2025-26) are enclosed ?		
5.1		Whether Copy of PAN, GST Registration certificate submitted?		
Notarized Affidavit				
6	cl.no.16.1 (ii) section II Chapter I	Whether Affidavit is submitted in Original and Notarized?		
6.1		Whether Submission of Affidavit is as per format as enclosed in form no 11 /Annexure-A of tender document?		
6.2		Whether the signature of deponent in the affidavit is the same person whose name is mentioned the first sentence of affidavit giving the undertaking?		
6.3		Whether Deponent has signed both affirmation and verification statement of affidavit?		
Power of attorney, constitution of Firm and Memorandum of Association				
7	cl.no.7 instructions to tenderers section II chapter I	Whether Power of attorney in non-judicial stamp paper worth of Rs 100/- enclosed with Tender is in proper format and notarized?		
8		Whether Power of attorney is mentioning "the position of person giving power of attorney and the position of person in the company in favour of whom the Power of Attorney is being given?"		
9		Whether Partnership deed, as the case may be if applicable is enclosed for partnership firm? If not applicable, then it should be mentioned as "NOT APPLICABLE" under remarks column.		

10		In case, clause no 7 regarding partnership firm, is not applicable, whether relevant document regarding Proprietary firm is enclosed?		
11		Whether Constitution of Firm and article of association document enclosed with Offer?		
Signing of Tender document and supporting document in all pages (digital)				
12	Vide Clause no. 16.1(i) instructions to tenderers section II chapter I of the tender document	Whether authorised person Signed all pages of tender document including all supporting documents in the tender? Whether documents supporting the claim of qualifying the laid down eligibility criteria are declared explicitly Whether signed tender document submitted along with bid		
Clause wise compliance and deviation statement				
13		Whether clause wise compliance to the tender condition and statement of deviation Form- No. 5 enclosed?		
14		Only class-I local suppliers will be considered. Declaration to be submitted to this effect		

Note:

1. All scan copies of documents listed above shall be submitted online
2. Copy of experience certificate issued by client along with concerned PO/WO/LOA for technical eligibility and Audited Balance sheet with P&L A/c to be submitted along with online bid to establish credentials
3. The above Tenderer data sheet / Check List is indicative and does not purport to be the entire requirement. Tenderer are advised to go through the entire tender document carefully before submitting their offers

Bidder Organization data:

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

Place
Date

(Signature of the Tenderer with Seal)

SECTION I
Chapter 2
SCHEDULE OF REQUIREMENT

Tender No: RailTel/e-Tender/OT/SR/SC/2025-26/22

Name of the work: - "Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory"

S No	Description (SAC code for all line items is 995423)	Unit	Qty	Rate exclusive of GST@18%	Total Amount exclusive of GST@18%
A	B	C	D	E	F (D*E)
1	<p>Maintenance free earthing Supply and Installation of Earthing material for three pits per site as per RDSO specification RDSO/SPN/197/2008 referred in Section III, chapter I of this Tender document for achieving $\leq 1\text{ohm}$ and for sites listed at Annexure-1. Below Note may be referred. (For DC)</p> <p>Note: If it is not possible to achieve earth resistance of $\leq 1\text{ohm}$ with three earth electrodes / pits due to higher soil resistivity, provision of additional electrodes with pits duly interconnecting shall be done by the contractor at no extra cost to RailTel.</p>	Per Site	29	₹34831.8/-	₹1010122.20/-
2	Supply & Installation of Earthing Termination System comprising (a) 3mts. Copper Bonded Earthing Electrode - 1No 20Kgs. (b) Ground Enhancing Compound (c) High Conductivity gel (d) Chamber cover 1" x 1" (e) 16 Sqmm Green Cable for Laying - 10 Meters (as per RDSO spec RDSO/SPN/197/2008 for AC & DG)	Per Site	49	₹10395/-	₹509355/-
	Total Basic Amount				₹15,19,477.20
	Add: GST@18%				₹2,73,505.90
	Total amount including GST@18% (rounded off)				₹17,92,983/-
	Tenderer's quoted percentage Below/At Par/Above (Including GST @18%)				Shall be filled online in E-NIVIDA online portal only
	Grand Total Amount after Tenderer quoted percentage				

Note1:

- The tenderer has to quote for all items of schedule and partial quotes are not acceptable.
- Necessary record/ document may be maintained for recording earth resistance before and after installation of earthing at each location.** If required HDPE Duct & 24F OFC for the work shall be supplied by RailTel at designated stores
- Since it is percentage basis tender, each SOR item applicable the same percentage quoted by the tenderer for concluding base rates.
- Work should be executed as per the instructions of Engineer In Charge.
- The quoted percentage rate should be inclusive of all taxes, duties and freight . Break-up to be specified in a separate sheet showing Basic Price, GST@ and others if any etc.

Signature of Tenderer with Seal

List of Sites

S.No	POP	Code	Division	AC Earthing	DC Earthing	DG earthing
1	Vijayawada	BZA	BZA	1	1	1
2	Bapatla	BPP		1	1	1
3	Ongole	OGL		1	1	1
4	Kavali	KVZ		1	0	1
5	Nellore	NLR		1	1	1
6	Gudur	GDR		1	1	1
7	Eluru	EE		1	1	1
8	Tadepalligudem	TDD		1	1	1
9	Kothavalasa	KTV		1	1	-
10	Viskapatnam	VKSP		1	-	-
11	Anakapalli	AKP		1	1	1
12	Yelamanchili	YLM		1	1	-
13	Tuni	TUNI		1	1	-
14	Samalkota	SLO		1	1	1
15	Kakinada Town	CCT		1	1	1
16	Rajamundry	RJY		1	1	1
17	Nidadavolu	NDD		1	1	-
18	BhimavaramTown	BVRT	1	1	0	
19	Guntur	GNT	GNT	1	1	0
20	Sattenapali	SAP		1	1	1
21	Nadikudi	NDKD		1	1	0
22	Miryalaguda	MRGA		-	-	1
23	Naigonda	NLDA		1	1	1
24	Nagireddipalli	NRDP		1	1	-
25	Renigunta	RU	GTL	1	1	1
26	Pakala	PAK		-	-	-
27	Chittoor	CTO		1	1	-
28	Venkatagiri	VKI		1	1	-
29	Kondapuram	KDP		1	1	-
30	Kodur	KOU		-	-	-
31	Yerraguntla	YA		-	-	-
32	Kadapa	HX		-	-	-
33	Rajampeta	RJP		1	1	1
34	Guntakal	GTL		-	-	-
35	Gooty	GY	1	1	1	
36	Dhone	DHNE	-	-	-	
37	Adoni	AD	-	-	-	
38	Raichur	RC	-	-	-	
39	Yadgir	YG	-	-	-	
40	Wadi	WADI	-	-	-	
41	Anantpur	ATP	-	1	-	
42	Dharamavaram	DMM	1	1	1	
43	Tadipatri	TU	-	-	-	
44	Kalluru	KLU	-	-	-	
45	Mantralayam	MALM	-	-	-	
46	Betamcherla	BMH	-	-	-	
47	Krishna	KSN	-	-	-	
Total Qty				30	29	19

Chittam
DM/BZA

Chapter 1. Instructions to Tenderers and Conditions of Tendering

Chapter 2. Special Conditions of Contract

Chapter 3. Forms of Tenders etc.

SECTION - II CHAPTER - 1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

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

SECTION - II DPL

CHAPTER-1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Begumpet-500016 from established and reliable contractors for the work of "Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory" .

- 1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".
- 1.2 **Tender offer:** The tenderer(s) are required to quote **percentage rate** both in figures and words as indicated in the schedule. If there is any discrepancy in the rate quoted between figures and words, the rates quoted in words will be taken as final

2. INTERPRETATIONS

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

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

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

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

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

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

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

"**MONTH**" Means any consecutive period of thirty days.

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

"**PURCHASER**" Means M/S RailTel Corporation of India Limited, 6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Shop, Begumpet, Hyderabad - 16.

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

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

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

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

"**RailTel**" Means M/s. RailTel Corporation of India Limited, Southern Region, 6A, 6th Floor,

Gumidelli Towers, Opp: Shoppers Shop, Begumpet, Hyderabad - 16.

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

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

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

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

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

3. LOCAL CONDITIONS

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

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

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

5 EARNEST MONEY/ BID GUARANTEE

- 5.1 The tenderer shall submit an amount mentioned as below as earnest money in favour of RailTel Corporation of India Limited, Secunderabad, payable at Secunderabad through E-Nivida portal online only. Tenderer shall pay online or submit in the form of Insurance Surety Bond valid 180 days beyond tender opening date as per form- 13.

Tender No	Name of the Work	Tender Estimated Cost (In Rs)	EMD (In Rs)
RailTel/e-Tender/OT/SR/SC/2025-26/22	“Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory”	₹17,92,983	₹35,900/-

- 5.2 The tenderers shall hold the offer open till such date as specified in Para 9 of this chapter. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.

5.3 The earnest money may be forfeited:

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

5.8 For UDYAM registered firm- Not applicable as instant tender is works contract.

EMD submission exemption is not applicable to MSEs registered with Udyam. However, **EMD submission is exempted for Startups** as registered and recognized by Department of Promotion of Industry and Internal Trade (DIPP). Startups claiming for exemption should submit a certified copy of their valid registration details (Startup registration certificate) & bid security declaration as per Form-12.

Offers not accompanied by EMD / Startup registration certificate along with Bid security declaration for exemption as mentioned above, shall be summarily REJECTED

6 SUBMISSION OF OFFERS

6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.

6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.

6.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right-hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.

6.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6.5 RATES IN FIGURES & WORDS:-

6.5.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.

6.5.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.

6.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

6.6 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

6.7 The bid shall consist of the following:

- i) Offer letter complete. (Form No.1)
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly signed (digitally) by the tenderer in figures and words as applicable on E-Nivida portal.
- iii) Earnest Money to be submitted online in E-Nivida portal only
- iv) Constitution of Firm and Power of Attorney (refer below clause no 7)
- v) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
- vi) Similar works executed or under execution. Form No. 10
- vii) User's Certificate Form No. 2
- viii) Any other information desired to be submitted by the tenderer.
- ix) Complete tender document duly signed (digitally sign) in all pages including above
- x) Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid
- xi) Notarized affidavit
- xii) Self-declaration for non-blocklisting etc.
- xiii) Self-declaration for class-1 supplier

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole proprietor;
- (b) As a partner or partners of the firm;
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association

- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, as the case may be in original or duly signed.
8. **UNIT PRICES:** The unit prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all-inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system. Reference may be made Special Conditions of Contract (Chapter II Section II). The prices shall be inclusive of all taxes and statutory payments.
9. **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60 (Sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
10. **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
11. **PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** The works/work are/is to be completed within a period as mentioned in preamble at para 9.
12. **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
13. **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
14. **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
15. **QUALIFYING CRITERIA:**
- 15.1 **General: all the supporting documents shall be self attested by Tenderer for their consideration.**
- 15.1.1 Qualifying criteria under this para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project. In case of a consortium bid the qualification document details etc. must be provided for each member of consortium.
- 15.1.2 If the tenderer proposes to buy any equipment from other suppliers/ sources, documents indicating the willingness to supply the equipment and provide technical support to the tenderer that

may be required during installation, commissioning and warranty period and later on directly to the RailTel, shall be included in the tender.

15.1.3 The tenderer should submit the details of experience of similar works or services in the projects executed / under execution which should clearly bring out expertise in the equipment manufacture or installation etc. as per form no. 10.

15.1.4 For supply of critical materials, the contractor, if he is not a manufacturer, shall submit a certificate from the manufacturer, whose material he intends to supply, to the effect that the manufacturer is willing and capable to supply the material in time so as to enable the contractor to complete the work within the time frame mentioned in the contract.

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

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

15.2.1 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:

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

or

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

or

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

Or

15.2.2 Should have performed OFC route maintenance for a continuous stretch of more than 150kms for a minimum period of 3 months in the past three financial years including current year before the date of opening of tender.

15.2.3 For Startup

15.2.3.1 Technical Capability:

1.1 Three similar works each costing not less than the amount equal to 15% of advertised value of the tender,

or

1.2 Two similar works each costing not less than the amount equal to 20% of advertised value of the tender,

or

1.3 One similar work each costing not less than the amount equal to 35% of advertised value of the tender.

Offers not accompanied by user certificates as per Form no 2 to establish technical eligibility, will not be considered

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU, any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

15.3 Financial:

15.3.1 The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender.

15.3.2 For Startup

15.3.2.1 Financial Capability: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 50% of the advertised value of the tender.

15.4 The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

Offers not accompanied by supporting documents as mentioned above to establish financial eligibility will not be considered for evaluation.

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

“Earthing”

16.1 System of Verification of Tenderer’s Credentials:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender
- ii. **The tenderers shall submit a notarized affidavit** on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A (Form 11). Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify,

state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a) **The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.**
 - b) **In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.**
- 17. SYSTEM PERFORMANCE GUARANTEE:** The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.
- 18. AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.
However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 19. AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated in para 2 of Special Conditions of Contract (Section II Chapter II).
- 20. TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.
- 21. EVALUATION OF OFFER**
The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.
However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 22. AMENDMENT OF TENDER DOCUMENT**
- 22.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA
 - 22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda)

- published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.
- 22.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.
- 22.4 The materials that shall be handed over to the Contractor at any time for execution of work shall depend upon the particular item of work in the schedules to be done at a particular time and also the progress of work. The contractor shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.
- 22.5 Materials issued to the contractor shall be used solely and economically for the purpose of work covered by this contract only. The materials shall be used in such quantities and proportions as are indicated in Schedule or in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Wastage or damage to such materials in any manner shall be avoided.
- 22.6 The contractor shall be liable to render fully accountable for all the materials issued by the RailTel. If any quantity of RailTel materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the issued rate prevailing at the time of last issue of the materials consumed in excess or wasted or damaged or lost or not satisfactorily accounted for.
- 22.7 If at any time any materials which the contractor would normally have to arrange for himself is supplied by the RailTel either at the contractor's request or suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply therefore or otherwise, such materials will be made available to the contractor in the RailTel's Stores Depot at Secunderabad as required for the work. All handling, subsequent thereof will be at the contractors responsibility. Recovery of the cost of such supply will be made from the contractor's bills, as per extant rules of the RailTel. Any demurrage or other charges due on account of detention of wagons in loading or unloading will also be recovered from the Contractor.
- 22.8 If the materials mentioned in schedules, however not available in RailTel and /or decide not to supply the same, whatever be the reason, the RailTel shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work by the contractor.
- 22.9 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.
- 22.10 Materials shall be issued to the contractor or his representative at specific depot of the stores on Production of identity card with photograph or authorization letter issued by this office. Also indemnity bond on non-judicial stamp paper of Rs 100/- as per Performa given in Form No-6 of Chapter V will be executed and submitted to the Section Engineer in charge.

SECTION- II
CHAPTER - 2

Special Conditions of Contract I N D E X

Para Subject

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. TENDER DOCUMENTS

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

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

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

II) Special conditions of contract.

III) Forms of Tender and annexure etc.

Section-III: Technical specifications and drawings etc.

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

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

2. AGREEMENT

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

3. SECURITY DEPOSIT

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

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

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

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

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

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

3.4 CONTRACT PERFORMANCE GUARANTEE (PBG)

3.4.1 On receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer should within 30 days give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value** Or in the form of Insurance Surety Bond as per Form-14.

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

- 3.5.1 While submitting the PBG, the following is to be noted:
- i. **All performance security (PBG) up to Rs. 5 Lakhs will be accepted only through Bank transfer only.**
 - ii. As per RBI guidelines BG above Rs. 50,000/- should be signed by two bank officials.
 - iii. PBG should be from a scheduled commercial bank (either private or PSU) but not from any Cooperative Bank or NBFC.
 - iv. It is to be ensured that BG issuing bank must be SFMS enabled. Under SFMS system, a separate advice of the BG (via SFMS IFN 760COV) to be sent to the advising bank (RailTel) through SFMS by the issuing bank (Applicant). Similar process to be followed for bank guarantee amendment also and separate advise (via SFMS IFN 760COV) is sent to the advising bank and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to advise the details of RailTel's bank IFSC code, its branch and address as given below: to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
 - v. The minimum gap between BG expiry date and BG claim date should be 12 months.
 - vi. If required, Bank Guarantee to be extended at least 90 days before its expiry; failure to do so will result in the encashment of the BG.

RailTel SR Bank Details for PBG:

Name: RailTel Corporation of India Limited

Account No: 327301010373007,

IFSC Code: UBIN0805050,

Bank Name: Union Bank of India,

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

- 3.6 **Delay in submission of PBG:** The successful tenderer shall have to submit a Performance Guarantee (PBG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA)/PO. Extension of time for submission of PG beyond 30 (Thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work
- 3.7 Performance Guarantee shall be released after satisfactory completion of the completion period. On completion of work and issue of Provisional Acceptance Certificate, the PBG submitted in the form of BG / Demand Draft will be returned / refunded to the contractor after adjustment of any dues payable by the contractor.
- 3.8 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- 3.9 The balance work shall be got done independently by RailTel.
- 3.10 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm or any other, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other /partnership firm.

4. **CONTRACTOR'S OFFICE & STORES DEPOT:** The Contractor shall within ten days of issue of letter of acceptance of tender establish an office and store depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser's Engineer. He shall intimate the purchaser's Engineer address thereof to

which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered post.

5. **USE OF RAILWAY LAND:** Use of Railway land required by the Contractor for construction of temporary offices, quarter(s), hutments etc. for the staff and for storing materials etc., will be permitted to him/them subject to approval by Railways, if available at the charges prescribed by the Railways. The land will be restored to Railways by the Contractor(s) in the same condition as when taken over or in vacant condition as desired by the Engineer after completion of the work or at any earlier day as specified by the Engineer. Failure to do so will make the Contractor(s) liable to pay the cost incurred by the Railway for getting possession of land.

6. **PROGRAMME OF WORK**

6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously at more than one independent place in order to expedite the completion of work.

6.2 Within a period of 7 days beginning from the date of issue of Letter of Acceptance/PO of Tender the Contractor shall submit the detailed time Schedule for the execution of work based on the conditions in consultation with RailTel to the authority mentioned in the Preamble and approved by the later in writing before commencement of the work.

6.3 The Contractor shall be held responsible for the execution of the work according to the Program given above in full compliance of the various clauses of the Technical specifications, instructions / drawings etc. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.

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

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

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

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

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

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

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

10. **SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS, INSTRUCTION BOOK &**

COMPLETION PLANS ETC: The supply of equipment and materials shall include supply of two sets of printed documents from original equipment manufacturers for each equipment.

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

12 INSPECTION OF MATERIALS

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

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

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

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

13. INSPECTION OF WORKS: The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the RailTel.

14. QUANTUM OF WORK AND VARIATION IN QUANTITIES

(i) The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The quantities may vary within + / -25% of grand total of schedule of requirements (contract value) as included in the Letter of Acceptance to tender as per site requirement. The Purchaser reserves the right to increase or decrease by up to 25 % of the of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions.

(ii) The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions.

(a) Quantity may also vary beyond 25% as per the following –

(iii) • Rates for Quantity variation (i) beyond 25% up to 40% with 2% rebate, (ii) above 40% to 50% with 4% rebate and (iii) beyond 50%, rates will be negotiated by RailTel with Contractor.

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

a. The **Contractor** shall not sub-contract any part or the whole of the work, without the prior consent of RAILTEL. The **Contractor** may sub-contract parts of the contract, if necessary and in the interest of the project and only to sub- Contractors approved in advance in writing by RAILTEL. The **Contractor** shall be responsible for transmitting specifications and pertinent data to sub-Contractors and ensuring full compliance by them. In such cases even if written permission is given, it shall not relieve the **Contractor** from his obligations under the contract and he shall be fully responsible for all supplies / work done by his sub-Contractors. The **Contractor** shall also be exclusively responsible for the effective planning and co-ordination of the work from sub-Contractors. to ensure proper integration with all works.

- b.** It shall be as per the specifications of **RAILTEL** and **RAILTEL** shall have sole discretion to withdraw its consent and have the remaining part performed or executed by any other party of **RAILTEL**'s choice.
- c.** Notwithstanding anything contained herein, **RAILTEL** shall have sole discretion to nominate sub-contractors for specialized activities/works or even for part of specified works, before or during the course of Work, wherever required in the opinion of **RAILTEL** on account of slow progress, poor quality or Contractor's lack of sufficient mobilization.

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

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

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

19. PROVISIONAL ACCEPTANCE

19.1 Immediately after the completion of the work at each block section, the contractor shall certify and advise the purchaser in writing that the installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over.

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

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

20. PLACING IN SERVICE & MAINTENANCE SUPERVISION

20.1 After the work has been completed & placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance supervision of the work for a **period of twelve months** from the date of commissioning.

For this purpose he shall prepare a maintenance plan and make available the works/services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will guide and supervise the work of RailTel maintenance staff. The maintenance engineer of the tenderer will visit the total installation at least once in a month.

20.2 The Contractor shall inspect all trenches after first monsoon and shrinkage etc. shall be refilled and rammed & trench surface brought to the original. No extra charge shall be payable for the same.

20.3 During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor free of cost will rectify the same. During such rectification if any faulty materials need replacement or repair, they shall be provided by the contractor from the set of materials that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

21. FINAL ACCEPTANCE

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

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

22. WARRANTY

22.1 The work carried out and equipment supplied by the Contractor shall be guaranteed against the defects for a period of **One Year** from the date of issue of Provisional Acceptance Certificate. The contractor shall provide comprehensive warranty maintenance for all the items supplied and work carried out by him against this tender.

22.2 The replacement of defective materials supplied by contractor at site shall be undertaken by RailTel. However, incase RailTel representative is unable to rectify the defects, maintenance engineers of the contractor shall go to the site immediately on receipt of the intimation to assist RailTel representative for diagnostic and rectification of the fault. RailTel shall not bear any expenditure for any such traveling or during the maintenance and warranty period.

22.4 During the free warranty maintenance period contractor should stabilize the working of the system. RailTel has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor free of cost as to make good all the deficiencies.

23. INFRINGEMENTS OF PATENTS:

(a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trade marks except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns, which he may use of his own accord.

(b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

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

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

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

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

- (a) i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- ii) The Contractor's security deposit in the hands of the purchaser as far as available, and;
- iii) Any other assets whatsoever of the contractor;

(b) In the event of re-imburement from out of sources (i) and/or (ii) above mentioned, the

purchaser shall have the right of appropriation suomoto.

27. PENALTY FOR DELAY IN COMPLETION

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

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

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

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

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

28 ADHERENCE OF TIME SCHEDULE

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

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

29 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

29.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

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

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

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

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

30 UNIT PRICES

30.1 Rate, Taxes & Duties

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

Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

- xi. Evaluation Criteria: inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

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

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

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

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

33 TERMS OF PAYMENT:

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

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

34 PROGRESS PAYMENT FOR EXECUTION OF WORK

'Progress payment' shall not be claimed for the work more than twice in a calendar month. Progress payment can be made section wise after completion of all works required to be done. A Section is defined as a continuous stretch between two Railway Stations.

Payments will be made as follows:

34.1 On Account Payment: 95% progress payment of the work/services indicated in the Schedule shall be made after successful completion of work to the satisfaction of Engineer-in-charge and submitting the required Documentation i.e.

- i. Tax Invoice
- ii. Delivery Challan
- iii. Record/ document of recorded earth resistance before and after installation of earthing at each location.

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

35 Final Payment:

35.1 Final 5% (Five percent) payment shall be made after the issue of Provisional Acceptance Certificate by RailTel engineer after successful completion of all works.

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

35. FINAL SETTLEMENT

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

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

38 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

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

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

39 TAXES

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

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

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

40 INSURANCE: deleted

40.1&40.2INSURANCE OF MATERIALS & INSTALLATIONS: deleted

41 FORCE MAJEURE CLAUSE: If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God here-in-after referred to as event) then provided notice of the happening of any such event is give by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

42 SETTLEMENT OF DISPUTE AND ARBITRATION

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

43 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

43.1 If the Contractor should:

- (i) Become bankrupt or insolvent or
- (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than voluntary Liquidation for the purpose of amalgamation or reconstruction) , or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in clause-15 of SCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 7 of SCC, or
- (xi) Fail to supply material and/or carry out the works as per contractual specifications, or
- (xii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- (xiii) then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.
 - (a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.
 - (b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit,

43.2 Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-

clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall not withstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine exparte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably assure to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site.
- (d) The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the RailTel have been ascertained and the amount thereof certified by the Engineer. The Contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deduction of the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the RailTel the amount of such excess and it shall be deemed a debt due by the Contractor to the RailTel and shall be recoverable accordingly.

44.1 Updation of Labour data:

- A.** Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of

concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till ____ Month ____ Year."

SECTION-II

CHAPTER-3		
FORMS OF TENDER		
Form No. 1	:	Offer Letter
Form No. 2	:	Qualifying Criteria / User's Certificate
Form No. 3	:	Agreement
Form No. 4	:	Guarantee Bond for Security Deposit /PBG
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond for on Accounts Payments and Stores Supplied
Form No. 7	:	Bank Guarantee for Mobilization Advance - Deleted
Form No. 8	:	Acknowledgement for receiving materials from RailTel
Form No. 9	:	Extension of period of completion of work on account of contractor
Form No. 10	:	Qualification /Experience
Form No. 11	:	Notarized Affidavit
Form No. 12	:	Bid Security Declaration
Form No. 13	:	Surety Bond for BID Security
Form No. 14	:	Insurance Surety Bond for Performance Security

FORM –I

PARA 6.7 (i) Section-II Chapter –I

OFFER LETTER

To
Principle Executive Director (Southern Region)
RailTel Corporation of India Limited.,
6A, 6th Floor, Gumidelli Towers, Opp: Shoppers Shop,
Begumpet, Hyderabad – 16

Ref: Tender No. RailTel/e-Tender/OT/SR/SC/2025-26/22 for the work of “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory”

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory are as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within specified period mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- only) is herewith paid in E-NIVIDA online portal towards “Earnest Money”. / submitted Startup certificate towards exemption. The full value of the earnest money shall be forfeited or action will be initiated as per bid security declaration, without prejudice to any other right or remedies if,
a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready or, b) I/We do not commence the work within 15 days after receipt of orders to that effect.

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

SIGNATURE OF TENDERER with Seal

Date:

TENDERER ADDRESS

SIGNATURE OF WITNESS WITH ADDRESS

- 1.
- 2.

Form- 2 Para 15.1.5 Section-II Chapter - I

QUALIFYING CRITERIA USER'S CERTIFICATE

Name of the Firm Contract No. & date

Scope of Work

Contract Amount (in Indian Rupees)

Completion Period as per contract Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory

(Please specify)

Name:

Dated:

Designation:

Signature of the **end User** with Company Seal /

Signature of **Client** with Company Seal

Signature of Tenderer with Seal



Para- 2 Section-II Chapter II

AGREEMENT

An agreement made this ---- day of ----- 2025 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 6th Floor, 6A, Gumidelli Towers, Begumpet – 16 (here in after referred as RailTel) of the One part; and M/s ----- (Hereinafter referred to as ‘contractor’) of the other part.

Whereas in response to a call for Tender for “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” as per Tender papers, the Contractor has submitted his offer. Where as the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” as per the Tender document No. RAILTEL/E-TENDER/OT/SR/SC/2025-26/22 for Rs.----- (Rupees ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide letter No. RAILTEL/E-TENDER/OT/SR/SC/2025-26/22 dt. ----- .2026 at accepted rates as contained in the said LOA (Annexure-2 hereto) issued by RailTel with schedule of requirement and terms and conditions.

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” for which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of “Provision of Earthing system in different RailTel PoP locations of Vijayawada Territory” & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure and in terms of conditions contained in Annexure-1 & 2.

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

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

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

The contractor within named in the presence of:

1. Signatures Date Name in Block Capitals Address

2. Signatures

Date

Name in Block Capitals

Address

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

presence of:

1. Signatures

Date

Name in Block Capitals

2. Signature Date Name in Block Capitals

Address:

Annexure ‘1’: Tender Document.

Annexure ‘2’: copy of Letter of Acceptance/PO

(Signature) _____ Dated: Complete with enclosures

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

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

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

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at (indicate detailed address of local Branch with code no.).The branch at ----- is being advised accordingly. (indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2026
for
(Indicate the name of the Bank)

Witness

- 1. Signature
Name
- 2. Signature
Name



Para 4 Section-II Chapter I

Statement of Deviations

PROFORMA FOR STATEMENT OF DEVIATIONS

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

	Clause	Deviation (Including Justification)	Remarks
--	--------	--	---------
 - 1.2 Preamble

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

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

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

Note:

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)

(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through ED/RGM/RailTel/Southern Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract for ----- -wide letter of Acceptance/PO of Tender No. RAILTEL/E-TENDER/OT/SR/SC/2025-26/22 and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

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

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

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/RailTel/SR, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____

for and on behalf of M/s _____

(Contractor)

Signature of witness

Name and witness in Block letters

Address

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILTEL

Station: Date:

Sub: Receipt of Material from RailTel

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

Sl. No.
Description of Material
Quantity Remarks (Meter/No.) if any

Witnessed by:

(Signature of Engineer's Representative)

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



EXTENSION OF PERIOD OF COMPLETION OF WORK ON CONTRACTOR'S ACCOUNT

No. Date:

To,

.....

Sub: (i) Name of Work:

(ii) Acceptance Letter No.

(iii) Undertaking / Agreement No.

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

Dear Sir,

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

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

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

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

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

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

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

Note:

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

QUALIFICATION / EXPERIENCE

Details of works executed and under execution during the last 3 financial years and the current financial year should be furnished in the following format.

S.No.	Name of Project and description of work.	Party's Address of whom the work was done	Total value (in Indian Rupees)	Year of completion and schedule period of execution (in months)	Year of completion and actual period of execution (in months)	Remarks

Note: A certificate from the organization, for which the work was executed, should preferably be enclosed to indicate that the contract was satisfactorily performed.

Signature and Seal of the Tenderer



FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS

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

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

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

Place:
Date:

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

FORMAT BID SECURITY DECLARATION

(On non-judicial stamp paper of Rs. 100/-)

Whereas, I/We..... (Name of Agency) has submitted bid for (Name of Work and EoI/Tender notice No.----- and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being**(Startup)**

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

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

Or

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

Or

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

Or

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

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

Signature of Tenderer with seal

Name of Authorized Representative:

Name of Firm:

Date:

Surety Bond for BID Security**(Refer Clauses 5.1 of INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING)**

B.G. No..... Dated:.....

1. In consideration of you, **, (hereinafter referred to as the "RAILTEL", which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) having agreed to receive the BID of (a company registered under Companies Act, 1956/2013) and having its registered office at... New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors and assigns), for the** ** Project on (Hereinafter referred to as "the Project") pursuant to the open tender Document no ----- dated.-----Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the **Surety Insurer**) having our registered office at and one of its branches at (hereinafter referred to as the "**Surety Insurer**"), at the request of the Bidder, do hereby in terms of Clause 5.1 instructions to tenderers and conditions of tendering of the **Tender Document**, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the tender document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RAILTEL" an amount of Rs. **-----** (Rs. ** **only) (hereinafter referred to as the "Surety Bond")" as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the "RAILTEL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, shall be final, conclusive and binding on the **Surety Insurer**.
3. We, the **Surety Insurer**, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the "RAILTEL" is disputed by the Bidder or not, merely on the first demand from the "RAILTEL" stating that the amount claimed is due to the "RAILTEL" by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the **Surety Insurer** under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ** *(Rupees** ** only).
4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 180 (one hundred

and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the RAILTEL and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the **Surety Insurer**, further agree that the RAILTEL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the RAILTEL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RAILTEL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the **Surety Insurer** or any absorption, merger or amalgamation of the Bidder or the **Surety Insurer** with any other person.
7. In order to give full effect to this Surety Bond, the RAILTEL shall be entitled to treat the **Surety Insurer** as the principal debtor. The RAILTEL shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time or from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RAILTEL, and the **Surety Insurer** shall not be released from its liability under these presents by any exercise by the RAILTEL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the RAILTEL or any indulgence by the RAILTEL to the said Bidder or by any change in the constitution of the RAILTEL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the **Surety Insurer** and sent by courier or by certified e-mail to the **Surety Insurer** at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name **Surety Insurer** along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the RAILTEL to proceed against the said Bidder before proceeding against the **Surety Insurer** and the Surety Bond herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the RAILTEL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are

taken against the **Surety Insurer** hereunder, be outstanding or unrealised.

- 11. We, the **Surety Insurer**, further undertake not to revoke this Surety Bond during its currency period except with the previous express consent of the RAILTEL in writing.
- 12. The **Surety Insurer** has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the **Surety Insurer**.
- 13. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. *** crore (Rupees *** *** crore only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the RAILTEL serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].
- 14. This Surety Bond shall also be operatable at our.....Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this day of, 20.....at
SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

The address, telephone number and other details of the head office of the Surety Insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch

Insurance Surety Bond for Performance Security

RailTel Corporation Of India Limited, (Address)

Date:.....

Name of the issuer of surety bond:

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS,

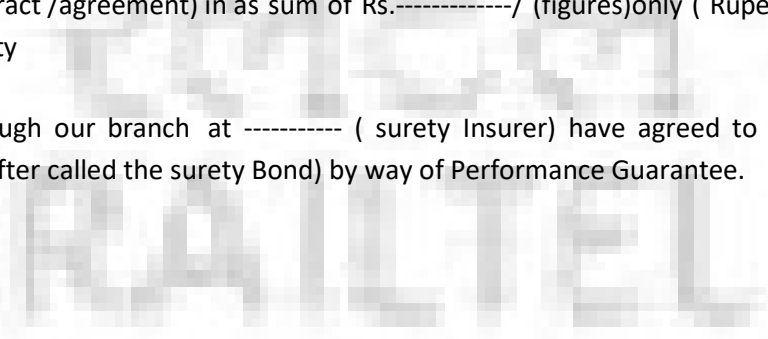
(A) ----- (name & Address of the contractor) (herein after called the contractor) and
(name and
address of RailTel) have entered into an agreement (herein after called the “ agreement”) for the -----

- (name of the work) subject to and in accordance with the provision of the agreement.

(B) The agreement requires the contractor to furnish Performance Security for the due and faithful performance of its obligations, under and in accordance with the agreement /contract/purchase order, during the (project duration/warranty period/AMC period) (as defined in the contract /agreement) in as sum of Rs.-----/ (figures)only (Rupees only (words)).(the surety

Bond amount).

(C) We----- through our branch at ----- (surety Insurer) have agreed to furnish the guarantee(herein after called the surety Bond) by way of Performance Guarantee.



SB No:

Date:

WHEREAS, we, (Name of Surety Insurer/insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the RAILTEL the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety Insurer undertakes to immediately pay on presentation of demand by the RAILTEL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RAILTEL on the Surety Insurer shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder.
3. On payment of any amount less than aforementioned full amount, as per demand of the RAILTEL, the Surety Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RAILTEL.
4. The Surety Insurer shall pay the amount as demanded immediately on presentation of the demand by RAILTEL without any reference to the contractor and without the RAILTEL being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Surety Bond hereinbefore shall not be affected by any change in the constitution of the Surety Insurer or in the constitution of the Contractor.
7. The Surety Insurer agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RAILTEL and the Contractor, will in any way release us from the liability under this Bond; and the Surety Insurer, hereby, waives any requirement for notice of any such change, addition or modification to the Surety Bond.
8. This Surety Bond is valid and effective from the date of its issue, which is [insert date of issue). The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety Insurer agrees that the RAILTEL right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RAILTEL or the surety Bond is released by RAILTEL before the Expiry date.
10. The Surety Insurer agrees that its obligation to pay any amount demanded by the RAILTEL before the expiry of this Suret Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety Insurer and RAILTEL hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety Insurer hereby undertakes not to revoke the Surety Bond during its currency, except with the previous consent in writing of the RAILTEL. This Surety Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the RAILTEL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RAILTEL and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Surety Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the RAILTEL available with the RAILTEL. The Surety Insurer, under this Bond, shall be deemed as Principal Debtor of the RAILTEL.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the Surety Insurer/insurance Company is served a written claim or demand on or before XXXX [date of expiry] all rights under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety bond is returned to the Surety Insurer.

Dated _____ **the day of 2025**

15. The Insurance Surety Bond shall be verified by sending mail to [email id of Surety Insurer]

Place.....
signature(s)

Surety Insurer's Seal and authorized

[Name in Block letters] [Designation with Code No.].....
[P/Attorney] No.

Witness

- 1.
- 2.

Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.)

SECTION III

CHAPTER 1



CODE OF PRACTICE

FOR

EARTHING AND BONDING SYSTEM

FOR SIGNALLING EQUIPMENTS

RDSO SPECIFICATION NO. RDSO/SPN/197/2008

SIGNAL DIRECTORATE

RESEARCH, DESIGNS & STANDARDS ORGANISATION

LUCKNOW – 226011.

**CODE OF PRACTICE FOR EARTHING AND BONDING SYSTEM FOR
SIGNALLING EQUIPMENTS**

1. Scope

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

2. References

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

3. Importance of Earthing

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

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

4. Characteristics of good Earthing system

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

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

- Mechanically robust and reliable.

5. **Location for Earth**

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

6. **Acceptable Earth Resistance value**

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

7. **Components of Earthing & Bonding system**

The components of Earthing & Bonding system are-

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

8. **Design of Earthing & Bonding system**

8.1 **Earth Electrode**

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

8.2 **Earth Enhancement material**

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

- Shall mainly consist of Graphite and Portland cement. Bentonite content shall be negligible.
- Shall have high conductivity, improves earth's absorbing power and humidity retention capability.
- Shall be non-corrosive in nature having low water solubility but highly hygroscopic.
- Shall have resistivity of less than 0.2 ohms-meter. Resistivity shall be tested by making a 20cm. cube of the material and checking resistance of the cube at the ends. The supplier shall arrange for such testing at the time of supply, if so desired. Necessary certificate from National/ International lab for the resistivity shall also be submitted.
- Shall be suitable for installation in dry form or in a slurry form.
- Shall not depend on the continuous presence of water to maintain its conductivity.

- Shall be permanent & maintenance free and in its “set form”, maintains constant earth resistance with time.
- Shall be thermally stable between -10 °C to + 60 °C ambient temperatures.
- Shall not dissolve, decompose or leach out with time.
- shall not require periodic charging treatment nor replacement and maintenance.
- Shall be suitable for any kind of electrode and all kinds of soils of different resistivity.
- Shall not pollute the soil or local water table and meets environmental friendly requirements for landfill.
- Shall not be explosive.
- Shall not cause burns, irritation to eye, skin etc.
- Marking: The Earth enhancement material shall be supplied in sealed, moisture proof bags. These bags shall be marked with Manufacturer’s name or trade name, quantity etc.

8.3 Backfill material

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

8.4 Earth Pit

8.4.1 Construction of unit earth pit: Refer typical installation drawing no. SDO/RDSO/E&B/001.

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

8.4.2 Construction of loop Earth by providing multiple earth pits

- At certain locations, it may not be possible to achieve earth resistance of $\leq 1\text{ohm}$ with one earth electrode /pit due to higher soil resistivity. In such cases, provision of loop earth consisting of more than one earth pit shall be done. The number of pits required shall be decided based on the resistance achieved for the earth pits already installed. The procedure mentioned above for one earth pit shall be repeated for other earth pits.
- The distance between two successive earth electrodes shall be min. 3mtrs and max. upto twice the length of the earth electrode i.e. 6 mtrs. approx.

- These earth pits shall then be inter linked using 25X2 mm. copper tape to form a loop using exothermic welding technique.
- The interconnecting tape shall be buried at depth not less than 500mm below the ground level. This interconnecting tape shall also be covered with earth enhancing compound.
- Main Equi-potential Earth Busbar (MEEB) of size 300X25X6 mm copper strip shall be installed to the wall of prefab/room on suitable insulators.
- For connecting earth pit and Main Equi-potential Earth Busbar (MEEB) 16 Sq.mm dia multi-strand single core PVC insulated copper cable with suitable copper lugs and stainless steel nuts and bolts shall be used. This cable shall be protected with GI pipe with clamping while entering into the prefab.
- The MEEBs shall have pre-drilled holes of suitable size for termination of bonding conductors. The MEEBs shall be insulated from the building walls. Each MEEB shall be installed on the wall with low voltage insulator spacers of height 60mm. The insulators used shall have suitable insulating and fire resistant properties for this application. The MEEBs shall be installed at the height of 0.5m from the room floor surface for ease of installation & maintenance. All terminations on the MEEBs shall be by using copper lugs with spring washers.

1.4.3 Measurement of Earth resistance

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

1.4.4 Inspection Chamber

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

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

8.5.1 Equi-potential earth busbars

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

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

8.5.2 Bonding Connections

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

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

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

Component/Bonding	Material	Size
Main equipotential earth busbar (MEEB).	Copper	300X25X6 mm (min.)
Sub equipotential earth busbar (SEEB).	Copper	150X25X6 mm (min.)
Individual equipments to SEEB using copper lugs with stainless steel nut and bolts.	Multi-strand single core PVC insulated copper cable as per IS:694	10 Sq.mm
SEEB to MEEB using copper lugs with stainless steel nut and bolts.	Multi-strand single core PVC insulated copper cable as per IS:694	16 Sq.mm
Surge protection devices (SPD) to MEEB using copper lugs with stainless steel nut and bolts.	Multi-strand single core PVC insulated copper cable as per IS:694	16 Sq.mm
MEEB to main earth electrode.	Multi-strand single core PVC insulated copper cable as per IS:694 (Duplicated)	35 Sq.mm
Main earth pit to other earth pit in case of loop earth.	Copper tape	25X2 mm

2. Drawing of earthing & bonding system

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

3. Warranty

The supplier shall be responsible for complete supply, installation & commissioning of the earthing & bonding system. The warranty of such system shall be 60 months from date of commissioning. During this period, any failure of earthing system due to improper materials & bad workmanship shall be attended free of cost by the supplier.

4. Maintenance of earthing & bonding system

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

Any drawings required but not available in tender document can be obtained from RailTel Engineer-In-Charge.