



RAILTEL CORPORATION OF INDIA LIMITED

II floor, 'B' block, Rail Nilayam, Secunderabad-500 071

TENDER DOCUMENT

TENDER NO: RailTel/Tender/LT/SR/SBC/2016-17/02

Dt. 19-12-2016

Name of the Work

Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.

DY.General Manager
Railtel Corporation of India limited
Bangalore-9

TENDER NOTICE

Name of the work: Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.

Tender Notice No: RailTel/Tender/LT/SR/SBC/2016-17/02 Date: 19-12-2016

RailTel Corporation of India Limited Bangalore invites sealed tenders for the above work.

a)	Submission of Tender Document	On or before 15:00 hrs 03-01-2017
b)	Opening of tender document	15:30 hours of 03.01.2017
c)	Value of tender	Rs.24,47,800/- (Twenty four lakh forty seven thousand eight hundred rupees only)
d)	EMD	Rs.48960/- (Forty eight thousand nine hundred and sixty rupees only) to be submitted in f/o RailTel Corporation of India Limited, payable at Secunderabad in form of DD/DD.R from any nationalized bank.
e)	Place of submission	RailTel Corporation of India Limited, Second floor, Vectra House, No.15, 1 st Main, 6 th cross, Gandhi nagar, Bangalore-560009

Note: Contractor has to sign and seal in all the pages.

Deputy General Manager
RCIL/Bangalore.

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SECTION – I
Chapter -1
Preamble

Tender No. RailTel/Tender/LT/SR/HQ/2016-17/02, Dt 19.12.2016

1. **Name of work:** Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.
2. **Scope of work: The broad responsibility of the contractor under the scope of work for this tender shall be as under:**
 - 2.1 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications.
 - 2.2 **Services/Works:** Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.
3. **Tender Bid** The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to **The General Manager, RailTel Corporation of India Ltd, II Floor, Vectra House, No: 015, 1st Main, 6th cross, Gandhinagar, Bangalore-560009**
4. **Tender offers:** The tenderers are required to quote **percentage basis** for Schedule of Requirement both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.
5. **Last date of Submission:** The tender shall be received up to **15.00 hrs of 03.01.2017 at the Office of The General Manager, RailTel Corporation of India Ltd, II Floor, Vectra House, No: 015, 1st Main, 6th cross, Gandhinagar, Bangalore-560009**
6. **Date of Opening of Tender:** The tender will be opened at **15.30 hrs on 03-01-2017** at same address as mentioned above. If the above said day happens to be a holiday, the same shall be done on the next working day.
7. **Completion Period of Work:** The work is to be executed and to be completed **within 30 days** from the date of issue of letter of acceptance.
8. Address to which correspondence and documents relating to the Contract should be sent: The General Manager, RailTel Corporation of India Ltd, II Floor, Vectra House, No: 015, 1st Main, 6th cross, Gandhinagar, Bangalore-560009.
9. **Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 3 Chapter I Section II**
10. **Security Deposit:** as per the **Para-9 of Special Conditions of Contract (Section II**

Chapter II) towards Security Deposit for due fulfillment of contract.

11. **PBG:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 15 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-9 of Special Conditions of Contract (Section II Chapter II)** towards Performance Bank Guarantee for due fulfillment of contract.
12. **Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification. The work shall be executed in compliance with all the technical requirements given therein.
13. **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 II). 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.
14. As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
15. **Site Inspection**
The tenderer may visit the sites if necessary and ascertain himself the nature and quantum of work involved and the information as regards the local conditions, storage facilities etc.
16. **Maintenance Support:** The tenderer should submit their strategy for providing support during warranty and post warranty period.
17. In all matters, decision of the General Manager, Railtel corporation India limited, II floor, Vectra house, No.015, I st main, 6 th cross, Gandhi Nagar, Bangalore-09 OR Executive Director (Southern Region)/SR, RailTel Corporation of India ltd, Secunderabad, will be final.

CHAPTER-2

SCHEDULE OF REQUIREMENT

ANNEXURE-A

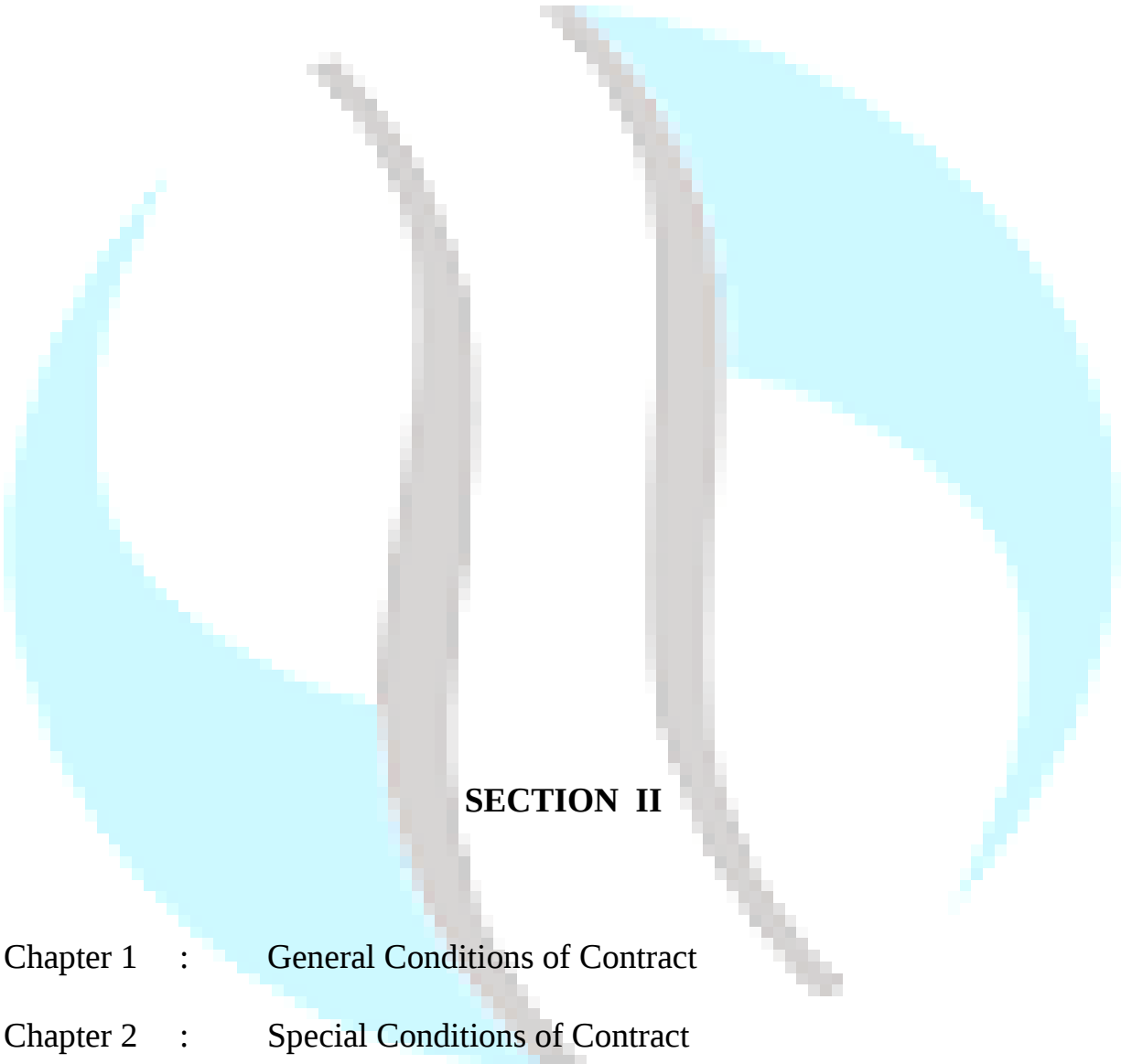
Name of the work:

Sl.No	Item	Qty	Unit	Rate	Amount
1	Supply of OLT - Equipment with 128 Port configuration	1	Set	110,000	110,000
2	Supply of ONU - 1 in 1 out	130	No.s	3,050	396,500
3	Supply of Fiber Splitters 1:16	20	No.s	3,700	74,000
4	Supply of Fiber Splitters 1:8	20	No.s	2,200	44,000
5	Supply of Fiber Splitters 1:4	110	No.s	1,450	159,500
6	Supply of Outdoor Access points (APs) for WLAN.	10	No.s	15,000	150,000
7	Supply OFC - 12 Core Single Mode, Armoured	5000	mtrs	20.26	101,300
8	Supply of Termination Box - Black	150	No.s	200	30,000
9	Supply Patch Cords - SC	200	No.s	300	60,000
10	Cat 6 Ethernet cable (305m per box)	5	Box	5,000	25,000
11	supply of 600VA UPS	10	No.s	2,250	22,500
12	Supply of 230V/5A/3Pin, 5m power board.	130	No.s	500	65,000
13	I & C of OLT & ONUs at all locations in East Colony (Including Power & Data wiring to OLT & all ONUs).	1	LS	200,000	200,000
14	I & C of APs for WLAN (including Power & Data wiring).	10	No.s	5,000	50,000
15	Supply & Installation of 24P-L2 manageable switch of any reputed brand.	35	No.s	16,000	560,000
16	Supply of 6U rack preferably Netrack,HCL	40	No.s	5,000	200,000
17	Supply of 24F SC type FDMS	40	No.s	5,000	200,000
	Annexure Total amount in Rs.				2,447,800
	Contractor quoted percentage----- and its amount				
	Total Amount (in Fig)				
	Total Amount (in words)				

Note:

1. Any discrepancy between figures and words, amount in words shall be deemed final.
2. Above rates quoted should be inclusive of all taxes.
3. However Break-up of all taxes should be shown in a separate sheet for each individual item which includes contractor percentage (Mandatory).

Signature of Tenderer with Seal.



SECTION II

Chapter 1 : General Conditions of Contract

Chapter 2 : Special Conditions of Contract

Chapter 3 : Forms of Tenders etc.

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SECTION II CHAPTER - 1

GENERAL CONDITIONS OF CONTRACT (GCC)

Name of Work:

Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.

1. DEFINITIONS:

The words and terms specified in this section or pronouns in their stead, shall unless repugnant to the meaning or context thereof for the purpose of this contract and the specifications thereof, have the meanings as given below:

- 1.1 "RAILTEL" shall mean "RailTel Corporation of India Ltd, Southern Region, Secunderabad", issuing the tender and order and shall include its successors and assigns, as well as their authorized officers/representatives including consultants, if any, to the said "RAILTEL"
- 1.2 The "PROJECT" shall mean the entire work as described in the contract or Work Order.
- 1.3 "CONTRACTOR" shall mean the successful BIDDER whose Bid has been accepted by RAILTEL and on whom the 'Contract' or 'Order' is placed by RAILTEL and in this contract it is the aforesaid contractor and shall, unless repugnant to the context, include their heirs, legal representatives, successors and permitted assigns
- 1.4 "SUB-CONTRACTOR" shall mean the person or firm named in the 'Contract' or 'Work Order' to whom the work has been sublet by the CONTRACTOR with the prior consent in writing of RAILTEL and shall include their heirs, legal representatives and successors
- 1.5 "MANUFACTURER" refers to a person or firm who is the producer and supplier of material or designer and fabricator of equipment to be supplied to RAILTEL or the CONTRACTOR or both under the Contract or Work Order.
- 1.6 "INSPECTOR" shall mean the authorized representative(s) appointed by or on behalf of RAILTEL for the purpose of inspection of materials / equipment / works
- 1.7 "SITE" shall mean the actual places in the proposed 'Project' as detailed in the 'Specification' or other places where work has to be executed under the Contract
- 1.8 "MONTH" shall mean English calendar month

- 1.9 "SPECIFICATIONS" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-In-Charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
- 1.10 "BID" or "TENDER" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 1.11 "BILL OF QUANTITIES" means the priced and completed bill of quantities forming part of the bid / tender.
- 1.12 "PLANT" or "EQUIPMENT" and "WORK" or "WORKS" shall mean the goods to be supplied, work to be executed and services to be provided by the Contractor under the 'contract' or 'work order'
- 1.13 "LETTER OF INTENT" or "LETTER OF ACCEPTANCE" means the formal, acceptance by RAILTEL of the bid / tender of the bidder
- 1.14 "CONTRACT" shall mean the agreement under these presents between RAILTEL and the Contractor for the execution of works, including all the schedules contained in the agreement and all the documents, such as Tender Documents. General Conditions of Contract, Job Specifications, the accepted Schedule of Rates, General Requirements, Time Schedule for completion of the job, Drawings, Letter of Intent, agreed variations, if any, etc.,
- 1.15 "CONTRACT PRICE" shall mean either the lump sum price named in the Contract / Work Order subject to the provision contained hereof or the total amount payable to the Contractor for the entire execution and full completion of the work as calculated from quoted unit rates and estimated or measured quantities for various items of work as set out in the Schedule of Quantities attached to the Contract / Work Order
- 1.16 "DATE OF CONTRACT" shall mean the calendar date on which RAILTEL and Contractor have signed the 'Contract', "EFFECTIVE DATE OF CONTRACT" shall mean the calendar date on which RAILTEL shall have issued to the Contractor the 'Letter of Intent' or as otherwise mutually agreed to between RAILTEL and the Contractor

- 1.17 "CONTRACTUAL COMPLETION PERIOD" shall mean the time period agreed for completing the execution of and passing the tests on completion of the works or any section or part thereof as stated in the contract (or as extended subsequently) calculated from the commencement date. The 'Contract' shall be executed as agreed between the Contractor and RAILTEL in the Letter of Intent / Contract / Work Order.
- 1.18 "TESTS ON COMPLETION" means the tests specified in the Contract or otherwise agreed by RAILTEL and the Contractor which are to be made by the Contractor, to the satisfaction of RAILTEL before the works or any section or part thereof are taken over by RAILTEL
- 1.19 "APPROVED" and "APPROVAL" where used in the specification / tender shall mean respectively approved by and approval by RAILTEL. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As directed', 'Where directed', 'When directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, Judgment, direction, etc., is understood to be a function of RAILTEL or its designated representative qualified technically to the respective acts.
- 1.20 "CONTRACTOR'S WORKS" or "MANUFACTURER'S WORKS" shall mean and include land and other places which are used by the Contractor or his sub-Contractor for the manufacture of 'Equipment' or performing the 'Works'
- 1.21 "VIRTUAL COMPLETION" shall mean all work is completed as directed and the 'Site' is cleared to the satisfaction of RAILTEL; but prior to and conditional on / subject to the issuing of "Completion Certificate", or "Final Certificate"
- 1.22 WORDS importing persons shall include Firms, Companies, Corporations and other Bodies, whether incorporated or not
- 1.23 WORDS importing singular shall also include the plural and vice versa, where the context requires
- 1.24 "DRAWINGS" shall mean: All drawings new or revised furnished by RAILTEL forming part of tender as a basis for proposals and forming part of Contract / Work Order and made part thereof
- 1.25 "ACT OF INSOLVENCY" shall mean any Act of Insolvency, as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending statute

- 1.26 Wherever FIGURES are given in the Contract under the word "ELEVATION" or any abbreviation of it, or where figures representing elevations are given, unless otherwise stated, shall mean the ELEVATION relative to the permanent Bench Mark fixed by RAILTEL for the particular work, located as shown on site plan or a datum level established by RAILTEL
- 1.27 "WRITING" shall include any manuscript, typewritten or printed statement issued under or over signature of RAILTEL and / or Contractor / vendor with seal
- 1.28 "RAILTEL-IN-CHARGE" shall mean the person nominated by "RAILTEL" from time to time and shall include those who are expressly authorized by RAILTEL to act for and on its behalf for all functions pertaining to operation of this contract / work order
- 1.29 "NOTICE IN WRITING" or "WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or the address of the registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered
- 1.30 "CONSTRUCTIONAL PLANT" shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as defined hereinafter) but does not include materials or other things intended to form or forming part of the permanent work
- 1.31 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works
- 1.32 "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by RailTel or RailTel-In-Charge when the works have been completed to their satisfaction and in accordance with the criteria stipulated in the Contract. This certificate shall only be tentative and subject to the final certificate as below
- 1.33 "THE FINAL CERTIFICATE" in relation to the work, shall mean the certificate regarding the satisfactory compliance or otherwise of the various provisions of the contract, which is issued by RAILTEL, after the period of liability is over
- 1.34 "THE PERIOD OF LIABILITY" in relation to a work shall mean the specified period from the date of issue of the completion certificate up to the date of issue of final certificate, during which time the Contractor stands responsible for rectifying all defects, at its own cost, rate and responsibility.

- 1.35 "HOLD BACK" shall mean the amount of money deducted from a Contractor's request for payment for works completed. It shall be retained by RAILTEL until such time as established in the contract: to guarantee full and satisfactory performance. No interest shall be paid to the Contractor on this money
- 1.36 ALL REFERENCES TO ANY NOTICES, MODIFICATIONS, CLARIFICATIONS, INSTRUCTIONS, APPROVALS, AGREED, MUTUALLY AGREED, ACCEPTANCES, DEMANDS, ASSURANCES, INTIMATIONS and the like and / or their alternative forms wherever appearing shall mean such acts IN WRITING signed by the authorised representative, unless otherwise specified
- 1.37 "GOODS" shall mean the materials to be supplied by the Contractor to be used in the execution of the contract or work order and such goods or materials shall confirm to the specifications incorporated in the tender or bid
- 1.38 "FIRST QUALITY" shall mean the level of quality available as "the best in the market" at the material time, as the term in quotes is generally understood in respect of such brand / make / model etc., as the appropriate consultant may recommend / have recommended
- 1.39 "ACCEPTING OFFICER" is the officer authorised by RAILTEL to accept the contract and modify/change/alter the terms thereof who shall be the final authority in respect of any disputes that may arise under this contract.
- 1.40 WORK: The works to be executed on the basis of the work order issued by RAILTEL from time to time in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.
- 1.41 CONSTRUCTION EQUIPMENT: All appliances and equipment of whatsoever nature for the use in as for the execution and completion of the works under the contract.
- 1.42 CONTRACT DOCUMENTS: Collectively the Agreement with all its schedules and annexure, if any, the tender document, Quotations designs, drawings, specifications, special and general conditions of contract, letter of acceptance, agreed variations if any and such other documents constituting the tender and acceptance thereof as specifically agreed and incorporated in the letter of acceptance.
- 1.43 ENGINEER-IN-CHARGE (EIC)/ RAILTEL-IN- CHARGE: The representative of RAILTEL at site acting under the orders of RAILTEL to supervise the work and in other matters

- 1.44 **DEFECTS LIABILITY PERIOD:** The period from the date of virtual completion up to the date of expiry of specified maintenance period during which the Contractor is responsible for rectifying defect, if any, that may appear in the works at free of cost. The liability period shall exist, RAILTEL issues a Work Order file closing certificate
- 1.45 **SECURITY DEPOSIT:** The deposit held by RailTel as security for due fulfillment of the contract.
- 1.46 **ACCEPTANCE and ACCEPTANCE DATE:** shall mean the acceptance by RAILTEL in writing after following the procedure. Such acceptance certificate shall be given by RAILTEL only upon receiving invoice from the Contractor, which shall be treated as acceptance. Acceptance Date shall mean the date on which the Final bill amount paid to Contractor by RAILTEL.
- 1.47 **READY FOR SERVICE:** shall mean the delivery of the materials, the Installation, the corresponding interconnection, the successful completion of the Field Acceptance Tests.
- 1.48 **DOCUMENTATION:** shall mean the As-Constructed Plans, general instruction, drawings, diagrams and other written material as well as electronic material (such as in the form of CD-ROM or Floppy) that the Contractor is required to provide to RAILTEL under this Contract.
- 1.49 **MATERIAL:** shall mean all the Hardware that are included in the scope of Supply as detailed in a specific Order placed and confirmed hereunder and conforming to the respective Specifications.
- 1.50 **SUPPLY PRICE:** shall mean the aggregate price payable by RAILTEL to the Supplier for the material supplied and delivered at site. The pricing information must be detailed as specified in the contract.
- 1.51 **FIELD ACCEPTANCE TESTING:** shall be considered accomplished, after the Site Acceptance Tests are satisfactorily completed, if the system meets all the specifications detailed in the contract.
- 1.52 **INFORMATION:** Shall mean technical, financial and commercial information and data relating to Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

1.53 **INSTALLATION:** shall mean the assembling of the materials, the loading, unloading, the testing and the successful operation of the system, in accordance with the defined technical characteristics and with the installation and security rules in effect under the laws of India and, as applicable, in the various states of India.

1.54 **PARTY OR PARTIES:** shall mean RAILTEL or the Contractor(s).

1.55 **PROPOSAL OR THE OFFER:** shall mean the document prepared by the Contractor in response to the tender of RAILTEL, including any modifications, clarifications requested and accepted by RAILTEL.

1.56 **PROJECT MANAGEMENT:** means the Contractor(s) will use well established Project Management techniques to meet the scheduled dates and time frames, and fulfilling all obligations as specified in Division of Responsibilities.

1.57 **SCOPE OF SUPPLY:** shall mean the totality of the supplies that the Contractor(s) is obliged to provide to RAILTEL.

1.58 **SERVICES:** shall mean the system design & engineering (as applicable for access network), installation, supervision and training that the Contractor(s) is required to provide to RAILTEL under the Contract.

1.59 **SERVICES CONTRACT PRICE:** shall mean the aggregate price payable by RAILTEL to the Contractor for the Services provided hereunder.

1.60 **SYSTEM:** shall mean the Outside Plant cable network or a part thereof, as the case may be, to be implemented by the Contractor and operated by RAILTEL in the Territory.

1.61 **TERRITORY:** shall mean the geographical area specified in India by RAILTEL

1.62 **TIME SCHEDULE:** shall have the meaning set forth in the Work order in terms of this contract.

In these regulations for tenders and contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

- (a) The Employer : RAILTEL CORPORATION OF INDIA LTD
- (b) "EXECUTIVE DIRECTOR" shall mean the Officer in Administrative charge of the whole Southern Region, RailTel Corporation of India ltd., Secunderabad.
- (c) "Addl.General MANAGER" shall mean the Officer, RailTel Corporation of India Ltd., Secunderabad and Bill passing officer.
- (d) "DEPUTY GENERAL MANAGER/FINANCE" shall mean the Officer, RailTel Corporation of India Ltd., Southern Region and Bill paying officer.
- (e) The Contractor: To whom the Contract is awarded

- (f) "TENDERER" shall mean the person, the firm or company who tenders for the work.
- (g) "WORKS" shall mean the works contemplated in the drawings and schedules.
- (h) "SPECIFICATIONS" shall mean the specifications for materials and works.
- (i) "DRAWINGS" shall mean the drawings, plans and tracings or prints.

2. SEVERABILITY:

If any provision of this document is invalid or unenforceable or prohibited by law, this document shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this document shall be valid and binding and of like effect as though such provision was not included herein.

3. EARNEST MONEY/ BID GUARANTEE

The tenderer shall furnish **Earnest Money Rs. 48,960/-** in favour of "RailTel Corporation of India Limited, Secunderabad".

3.1.1 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 resale/withdraw 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.

3.1.2 The Earnest Money receipt shall be incorporated in the original copy of the tender document. Other copies of the offer shall contain true copies of Earnest Money receipt. The Earnest Money should be furnished in any of the following forms:

3.1.3 Deposit Receipt, Pay Orders or Demand Drafts of the any of the Nationalized Bank/scheduled bank should be drawn in favour of the RailTel Corporation of India Limited, Secunderabad and endorsed "Account Payee".

3.1.4 These instruments should be valid at least for the period covering thirty days beyond the validity of the offer.

3.2 The bid guarantee / earnest money may be forfeited

3.2.1 If tenderer withdraws its tender during the period of tender validity specified in clause 10.1 of General Conditions of contract.

3.2.2 In the case of successful tenderer, If the tenderer fails to furnish performance guarantee/security deposit in accordance with clause 9 of Special Conditions of Contract.

3.3 The earnest money of unsuccessful tenderer will save as herein before provided, 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.

- 3.4 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 and Security Deposit as required under para 9 of Special Conditions of Contract is furnished and formal contract duly signed is received by the purchaser.
- 3.5 The tender not accompanied by Earnest Money in one of the approved forms as mentioned in para 3.2 above will be **summarily rejected**.
- 3.6 **FOR NSIC registered firm.**
- 3.7 For small scale units registered with NSIC under single point registration scheme and participating in this tender, following exemption shall be available.
- 3.8 They shall be exempted from depositing earnest money.

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

4. DENIAL OF PARTNERSHIP / JOINT VENTURE:

It is hereby expressly agreed and declared that:

- 3.1.1 These presents do not create any partnership or joint venture or associations of persons between the parties hereto
- 3.1.2 Each of these parties hereto has undertaken obligations and has rights specified herein on their own account and is principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else

Nothing contained in this document shall be deemed to constitute a party as agent of the other party for any reason or purpose whatsoever.

5. SCOPE OF CONTRACT:

- 5.1 It is understood and agreed by the **Contractor** that the work described shall be complete in every detail, even though every item necessarily involved is not particularly mentioned. Each component of the works that is provided must meet all its intended functions over the expected or stated service life.
- 5.2 The **Contractor** shall carry out the work or complete the system in every respect, in accordance with the contract / work order and accompanying drawings and in accordance with the directions and to the satisfaction of RailTel-in-Charge.

6. CONTRACTOR TO ACQUAINT HIMSELF AS TO THE CONDITIONS OF WORK / SUPPLY:

- 6.1 The **Contractor** shall make allowance for all contingencies in the contract price and shall not raise any claims or objections against **RAILTEL** in any matters which include but not limited to the nature of work, site conditions, right of way, surface and water conditions, local conditions and all other related issues.
- 6.2 The acceptance and execution of the contract shall be construed as evidence that such an examination was made and later claims for labour, equipment or materials required for difficulties encountered shall not be allowed.
- 6.3 The percentage quoted by the **Contractor** is and shall be construed to be based on his own knowledge and judgment of the conditions and hazards involved.
- 6.4 The **Contractor** shall be deemed always to have satisfied himself as to the correctness and sufficiency of the Tender and of the Rates and Prices stated in the Schedule of Quantities all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract.

7. MATERIALS:

7.1 Materials Issued by RAILTEL:

- a) In general, RAILTEL shall issue all Materials [Unless mentioned / informed otherwise], Free of Cost to the Contractor at the nearest RAILTEL Warehouse Points like OF Cables, Copper Cables, PVC Conduits & Accessories, Pre cast Half Round Concrete Pipes for using in the Project as per RAILTEL Designs & Work Plans. The Material issued by RAILTEL shall be accounted for and co-related to measurements sheets and reconciled along with Final Bills submitted by Contractor for claiming payment.
- b) RAILTEL shall insure for the Materials Issued by RAILTEL to Contractors subject to the following:
- I) In case of theft, loss/ damage to materials while in the custody of the Contractor, RAILTEL shall assess and recover an Amount equivalent to the loss incurred by RAILTEL. This recovery shall be made against payments to Contractor and various bank Guarantees submitted by the Contractor for various purposes.
 - II) This action taken by RAILTEL shall not be limited to above but may be to the extent of Cancellation of Contract and or Black Listing of the Contractor.

7.2 Materials supplied / provided by the Contractor:

- 7.2.1 All equipment or materials supplied or used shall be as per RAILTEL's specifications and shall be new and of first quality approved by Bureau of Indian standards. RAILTEL shall the right to accept or reject the same. Where foreign or partly foreign equipment or materials are offered or intended to be used, the fact must be specifically stated and brought to the notice of **RAILTEL** for prior written approval.
- 7.2.2 Unauthorized substitution of materials delivered in error or to wrong description or quality, or supplied in excess of the quantity ordered, or rejected goods, shall be returnable only at the expense of the **Contractor**. The **Contractor** shall bear among other things relevant charges, handling, transportation and insurance expenses.
- 7.2.3 It shall be the **Contractor's** responsibility to safeguard all materials against theft, loss, damage or whatsoever.

8. **DESPATCH:**

8.1 The goods, if any, to be supplied by the **Contractor** shall be dispatched and delivered well in time to suit the completion period specified in the contract, or as per completion schedule mutually agreed upon.

8.2 Failure to meet the stipulated completion periods for inadequate supply of goods, or for any other reasons, shall be subject to the provisions of "Liquidated Damages" under this agreement.

9. **SUB-CONTRACTS:**

9.1 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.

9.2 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.

9.3 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.

10. **VALIDITY OF OFFER**

10.1 The tenderer shall keep the offer open for a minimum period of 90 (ninety 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.

11. **REJECTION:**

11.1 The **Contractor** will notify **RAILTEL** well in advance when an item of work is taken up requiring its prior clearance, such as recording of levels, measurement or shuttering before pouring concrete, or when samples are required to be taken by it for testing during the progress of work. The **Contractor** will provide all assistance to **RAILTEL** in fulfillment of its duties. In the event that the goods or the works are defective or non-conforming to the specifications and standards, **RAILTEL** shall exercise its right of rejection or rectification of the defects / shortcomings and charge the **Contractor** for all expenses incurred thereby. All goods supplied or procured shall be factory tested and duly passed by RAILTEL.

11.2 Further, **RAILTEL** shall also be entitled to reject the goods and work executed by the **Contractor** which may not be conforming to specifications, within a reasonable time

after installation or first use of the said goods and materials, if testing or inspections subsequently prove these to be non-conforming and charge the **Contractor** for all expenses, direct and consequential incurred thereby.

12. SECRECY CLAUSE

12.1 The technical information, drawings, specifications and other related documents forming part of the tender or the contract are the property of **RAILTEL** and shall not be used for any other purpose, except for execution of the contract. All rights including rights based on prior user, copyrights and rights in the event of grant of a patent and registration of designs are reserved exclusively by RAILTEL.

12.2 In the event of any breach of this provision, the **Contractor** shall indemnify **RAILTEL** from any loss, cost or damage or any other claim whatsoever from RAILTEL's collaborators and / or any other parties claiming from or through them or from any other party in respect of such breach.

13. RAILTEL's INSTRUCTIONS:

RAILTEL may, in its absolute discretion, from time to time, issue further drawings and / or instructions, details, directions, modifications, variations, specifications and explanations etc; which are collectively referred to as RAILTEL's INSTRUCTIONS

14. CHANGES IN THE WORK&VARIATION OF QUANTITIES:

If it becomes necessary or desirable to modify the contract and the specifications and the drawings etc; which may result in quantity variation beyond plus or minus 25 % of the original scope, **RAILTEL** may, without invalidating the contract, direct that changes shall be made accordingly and no increase in Rates shall be given.

The rates for quantity variations, substituted items and new items of work shall be based on the following in the order indicated:

- i) If a rate exists in the contract for an item having the same or similar specifications as proposed in the revised specifications, the Contractor shall carry out the work at the same rates as already existing in the contract.
- ii) If the rates cannot be determined as at (i) above, or do not exist, the rates shall be derived from the rates for a similar class of work in the contract.
- iii) If the rates cannot be determined as at (i) and (ii) above, the **Contractor** shall be paid after negotiation based on market rate and contractors profit not more than 10%.

Except for minor modifications in the work, not involving extra cost and not inconsistent with the purposes of the work and except on an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from **RAILTEL** authorizing the extra work or change and no claim for any addition to the contract amount shall be valid unless so ordered.

The quantities quoted in the Schedule are not firm and may be varied.

The Purchaser reserves the right to increase or decrease by up to 25 % of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

However, for variation beyond +25 % of overall agreement value, the rates shall be negotiated.

During course of execution of the main work, if any new works to be carried over in the same Letter of Acceptance/Work Order, Contractor need to execute the same on issuing of Letter of Acceptance/Work Order amendment or any deviation note or LOI for the same.

- 14 a) **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 (Not applicable for this tender).

15. CONTRACTOR'S OBLIGATIONS

The **Contractor** shall proceed with execution of the contract in the best and most expeditious manner by engaging qualified careful and efficient workers and complete the work strictly in conformity with the plans, drawings schedules and RAILTEL instructions

16. SUPPLY OF TOOLS. EQUIPMENT AND OTHER MATERIALS

- 16.1 For full completion of the work the **Contractor** shall, at his own expense, procure all necessary tools and equipment, depending on the type of work awarded for securing quality, safe conduct and rate of progress of work. The **Contractor** shall also provide all protective measures for safety and storage of equipment under such conditions.

- 16.2 The Contractor shall ensure that all the tools, equipment and other materials required for the work are mobilized and are available. RAILTEL shall have the right to mobilize any / all Equipment as may be required so as to make them available for the work. Expenses / Charges incurred by RAILTEL in respect here of shall be reimbursed by the Contractor or adjusted in the payments to be made to the contractor by RAILTEL

- 16.3 The **Contractor** shall not dispose of, transport or withdraw any tools, tackles, equipment and material provided by him for the contract without taking prior written approval from **RAILTEL**, who at all times shall have right to refuse such permission, if in **RAILTEL** opinion, the same will adversely affect the safe, efficient or expeditious completion of the project.

17. PROGRAM AND CONSTRUCTION SCHEDULE

- 17.1 The **Contractor** shall prepare system wise networks after award of the contract. These networks will be computerized to generate the following
- i. System wise activity list for completion of the Work to be issued every week.
 - ii. Criticality report for the analysis, to be submitted every week.
 - iii. Hold up and slippage report to be submitted every week

- 17.2 Upon award of contract and before commencement of the work, the **Contractor** shall prepare a detailed and comprehensive work completion schedule, for review and approval by RAILTEL. The **Contractor** shall also submit to RAILTEL, a CPM / Bar chart for the works at the works / project site within one (1) week from effective date of contract. These "approved" schedule and procedures shall form the basis of all the works to be performed by the Contractor and shall be adhered to by the Contractor subject to modification by RAILTEL

- 17.3 The **Contractor** will inform and present in person to RAILTEL, the name, designated Project Manager along with his Organizational structure, site engineers / staff for assessment of their suitability & capability in handling the Works, awarded by RAILTEL. In case the designated representative of RAILTEL is not satisfied with suitability or capability of the Contractor's staff, the **Contractor** shall locate and present an alternative person for assessment of staff to RAILTEL. However the **Contractor** shall deploy only those particular staff, who have been assessed and approved by RAILTEL representative for handling the Works awarded by RAILTEL. Even during the course of the Work, if RAILTEL observes and passes instructions to the **Contractor** to replace a particular staff or employee / sub contractor, the **Contractor** shall abide by RAILTEL instructions in this matter at no extra cost to RAILTEL and take immediate steps to minimize the delay in execution of the Work.
- 17.4 The schedule shall show the date on which each part or division of the work is expected to begin based on the **Contractors** investigations and his knowledge of the supply, conditions of the site, rights of way, local conditions etc.
- 17.5 The **Contractor** shall revise and update his erection / work schedule & Material status report weekly to indicate actual progress of work, or any other report desired by **RAILTEL** in relation to the scheduled progress. These updated schedules shall be given to **RAILTEL** for approval. The **Contractor** shall also submit weekly progress reports indicating progress of work, giving scheduled and actual percentage completion, causes for delays, corrective programs to recover delay etc., as well as such other reasonable reports and photographs as **RAILTEL** may request from time to time. If at any time it should appear to **RAILTEL** that the actual progress of work does not conform to the program to which consent has been given. the **Contractor** shall produce at the request of **RAILTEL**, a revised program showing the modifications necessary to ensure- completion of the works with the established period.
- 17.6 The submission to and consent by **RAILTEL** of such programs or the provision of such general descriptions shall not relieve the **Contractor** of any of his duties or responsibilities under this Contract.
- 17.7 Failure to respect the completion dates stipulated in the work order/letter of acceptance or instruction shall entitle **RAILTEL** to the application of the "Liquidated Damages" under this Contract
- 18. WORKING IN RAILWAY AREA**
- 18.1 The contractor should ensure that the team employed by him shall not move or trespass to areas other than the site(s) required for the execution of the work. Under no circumstances the Contractor should infringe and carry out the works which hamper the **Operations and Safety of the Railways, train movements and damage Railway assets. The contractor is responsible for the safety of team members while executing the work in the Railway areas.**
- 18.2 The works in Railway area must be carried out most carefully without any deviation provided in the Indian Railway Act or the General and Subsidiary Rules in force on Railways.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ABOVE, the following terms are agreed to in addition to those that are set out above.**
- 19. INDEMNIFICATION:**
- 19.1 The **Contractor** hereby releases and shall indemnify, defend and hold harmless the **RAILTEL** and its subsidiaries and affiliates and their officers, agents, employees,

- successors and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demand, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of damage to property and injury to or death of persons, whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claim to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the **Contractor**, **sub-Contractors** or of anyone acting under its direction or control on its behalf in connection with or incidental to the performance of this contract.
- 19.2 The **Contractor** shall pay and meet all expenses including legal costs incurred by **RAILTEL** in responding to and defending all such claims and the **Contractor** shall meet and pay all damages awarded against **RAILTEL** and keep **RAILTEL** harmless and indemnified to the fullest extent.
- 19.3 There will not be any claim against **RAILTEL** for any claim not recovered and/or short recovered from the insurance company such amount shall be borne by the **Contractor** himself.
- 19.4 In the event **RAILTEL** is required to pay any royalty, penalty or other sum by whatever name known, to any of its contracting partners or agencies, either on account of time runs or the project not being made operational in full by the **Contractor**, or suffering any other disability, loss, damage or other inconvenience, on account of any delays or lapses in executing the project and rendering it fully operational, for any reasons not attributable directly to **RAILTEL**, the **Contractor** agrees and under takes to indemnify, keep indemnified and save harmless **RAILTEL** from all such costs, damages, expenses, disability, in such manner that at the first instance itself.
- 20. STORAGE AT SITE**
- 20.1 The **Contractor** shall be fully responsible for storage of all materials covered in his scope and shall acquire necessary site storage space as may be required, for timely completion of the project. **RAILTEL** will deliver the materials covered in its scope to the **Contractor** at **RAILTEL**'s warehouse point and it will be sole responsibility of the **Contractor** to transport such materials to his designated storage places or sites and safeguard the same against theft, loss or damage whatsoever. No additional cost shall be payable on this account.
- 20.2 Any tax implications including Octroi etc., during the transport within the territory shall be the responsibility of the **Contractor**. During the currency of the contract the **Contractor** shall be responsible for the safe custody of such materials delivered by **RAILTEL** till the final installation and will make good any shortages/damages, which occur during transportation to the site/storage at its cost. The **Contractor** shall also furnish a weekly report of consumption of **RAILTEL** supplied materials to enable **RAILTEL** Logistics to monitor the progress and arrange to supply additional quantity of such materials covered in the scope of **RAILTEL** as and when required.
21. The following documents to be enclosed to the tender offer.
- 21.1 Tender document duly signed in all pages with seal including schedule of requirement
- 21.2 EMD (s)
- 21.3 The Tenderer has to give consent in a mandate form for receiving payment through ECS/RTGS system as per cl.no.16.3 to 16.3.3
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SECTION II CHAPTER – 2

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1. Scope of Work:

Supply, Installation and commissioning of FTTH equipment for extending network to Rail Wheel Factory and its East Colony in Yelahanka area as per the Schedule of requirement and Specifications enclosed to this Tender Document.

The work should be carried out as per the schedule and specifications attached with this tender document.

- i. The contractor shall be responsible for all the repairs and rectification of damages to the installations erected or any other under erection due to any accidents, thefts, pilferage etc without delay until the installations are handed over after completion.
- ii. The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and subsidiary rules in force on Railways.
2. **Agreement:** The successful Tenderer 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 3 (Form No.3).
3. **Before quoting, the tenderers are advised to ascertain the quantum of work involved. If required site inspection can be under taken.**
4. The rates indicated/quoted in the price schedule shall include the prices of materials including all incidental charges for transport, handling (loading/unloading) storage at site and arranging dispatch by rail direct from manufacturers factory and completing all formalities in this respect such as submission of forwarding notes, arranging placement of wagons, collection of RRs, All insurance permits, bankers charges for GB, indemnity bonds etc., as also shunting charges, if any levied by the Railway.
5. The rates quoted shall include all taxes, duties, levy's etc.
6. **Price Variation:** Price Variation on supply of material and erections will not be allowed during the execution of contract works.
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. No advance payment against supply of materials will be made.
9. **Security Deposit**

The security deposit to the work shall be 5% of total contract value. The earnest money (2% of tender estimated value) of the successful tendered shall be adjusted towards the same.

Balance amount towards SD of 5% total contract value shall be recovered from the contractor's on account bill as under.

- a) The rate of recovery should be at the rate of 10% of the bill amount till 5% total contract value is achieved/. (EMD cost and balance from the running bills)
- b) Security Deposit shall be returned to contractor after complete physical completion of the work as certified by the competent authority (PAC).
- c) No interest will be payable upon the Earnest Money and Security Deposit.

9.1 CONTRACT PERFORMANCE GUARANTEE (PBG)

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

9.1.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 21 (twenty one) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. Extension of time for submission of PBG beyond 21 days and up to 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15% per annum of the amount of BG shall be charged for the period of delay beyond 21 day i.e., 22nd day after date of issue of LOA. The Instruments for Performance Guarantee should be valid for three months beyond the warranty period.

9.1.3 Performance Guarantee shall be released after satisfactory completion of the warranty period, and on certification by RailTel engineer in-charge (FAC).

9.1.4 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.

9.1.5 The balance work shall be got done independently without risk and cost to the original contractor.

9.1.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

10. Program chart & progress Report: The contractor(s) shall furnish to the General Manager, RailTel Corporation, Secunderabad the program schedule for the week in consultation with site engineer and also separate weekly progress of the work to General Manager, RailTel Corporation, Secunderabad regularly.

10 (A) 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.

- 11 **Taxes:** Deduction of Income tax at source as per provision of finance and income tax act in-force may be made from the contractor/sub-contractor and the amount so deducted may be credited to the central Govt.
- 12 **Warranty:** The tenderer should give guarantee for the work carried out for a period of **12 months** from the date of completion of the work against defective workmanship or any substandard material used. The contractor should make good at his own expenses any defects in the equipment/installation during maintenance /guarantee period. Incase the contractor fails to attend **within 21 days period**, the same will be got attended by staff of RailTel Corporation, Secunderabad at the risk of the contractor and the charges there on will be recovered from any amount due to the contractor including the security deposit, PBG etc.
- 12.1 All replacement & repairs that the RailTel Corporation shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor with in a period of 21 days promptly from the date of receipt of advice to that effect from the engineer. In case where such replacement, repair, execution and / or installation takes place during the warranty period, the provision of this warranty clause shall apply to that portion to replace or renew until the expiration of 12 months from the date of such replacement, repair, execution and/ or installation. This extended period shall herein after be referred to as **“Extended warranty period”**.
- 13 **Completion Period:** The work shall be completed with in **30 days** from the date of issue of letter of acceptance for each section/reach
- 14 **Liquidated Damages:** If the contractor fails to execute and complete the work within the time specified in the agreement or within in the period of extension granted if any, 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 subject to a maximum of 10% (Ten percent) of the total value of the contract.
- 15 **Termination of Contract:** RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel’s opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor’s apparent inability to perform, non procession of equipments and tools required for the work or defective and mal-functioning equipments, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.
- 16 **Terms of Payment:** Payment will be made item wise of the schedule. The contractor shall submit his/their bills for payment for the completed portion of work.
- 16.1: 95% of supplies made and work executed shall be paid on successful completion of installation & commissioning of work at various locations and completion of all measurements and testing to the satisfaction of Engineer.
- 16.2: remaining 5% shall be paid after successful completion of warranty period and on certification of concerned RailTel Engineer-In-Charge.
- 16.3 Payment will be made through **ECS/RTGS System**. The Tenderer has to give consent in a mandate form for receiving payment through ECS/RTGS system

16.3.1 Tenderer to provide the details of bank a/c including bank name, branch name and address, a/c type, a/c no and bank & branch code as appearing on cheque issued by bank

16.3.2 Tenderer to attach certificate from their bank certifying the correctness of all the above mentioned information.

16.3.3 The format is enclosed to the tender document

- 17 FORCE MAJEURE CLAUSE:** If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God here-in-after referred to as event) then provided notice of the happening of any such event is give by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 45 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the Railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

18 SETTLEMENT OF DISPUTE AND ARBITRATION

18.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

18.2 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

18.3 The Venue of the arbitration shall be Secunderabad (A.P). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.

18.4 The Arbitrator shall give a reasoned award, which shall be binding on the parties.

19 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

19.1 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-9 of GCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 7 of SCC, or
- (xi) Fail to supply material and/or carry out the works as per contractual specifications, or
- (xii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel, then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.
 - (a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.
 - (b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the Contract, such certificate being final and binding upon the Contractor, provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due which at any time thereafter may become due to the Contractor by the

RailTel under this or any other contract or otherwise.

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

- 19.3 **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 above, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine ex-parte 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.

All the terms & conditions stipulated are binding on the contractor. In all matters of dispute, the decision of Executive Director, Southern Region, Secunderabad shall be final.

All the works should be carried out as per the instructions of RailTel Engineer-In-Charge at site.



SECTION-II
CHAPTER-II

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Deleted
Form No. 3	:	Deleted
Form No. 4	:	Guarantee Bond for Security Deposit
Form No. 5	:	Statement of Deviations
Form No. 6	:	Acknowledgement for receiving materials from RailTel
Form No. 7	:	Extension of period of completion of work on account of contractor
Form No. 8, 9, 10	:	Deleted
Form No 11	:	RTGS
Form No 12	:	Mandate form for payment through ECS/RTGS System



FORM –I
OFFER LETTER

TO
The General Manager,
RailTel Corporation of India Ltd,
II Floor, Vectra House,
No: 015, 1st Main, 6th cross,
Gandhinagar, Bangalore-560009.

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 90 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 Maintenance Free Earthing, supply of modems and installation of STM-1 etc. at 21 'E' class stations at UTS PH-IV locations in S.C Railways as per the Schedule of requirement and Specifications enclosed to this Tender Document, at Railway Stations as detailed in para 1 of preamble for RailTel Corporation of India Ltd, at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within 45 days per section/reach 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 forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,
 - a) I/We do not execute the contract agreement within -----days after receipt of notice issued by the RailTel that such documents are ready or,
 - b) I/We do not commence the work within 7 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)
Date

SIGNATURE OF WITNESS
1.
2.

CONTRACTOR (S) ADDRESS

ACCEPTANCE OF TENDERS

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

WITNESS

1. _____ for and on behalf of
2.

RailTel Corporation of India Limited
Southern Region, Secunderabad

Date

GURANTEE BOND FOR SECURITY DEPOSIT

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

1. In consideration of the Executive Director (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt
(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of a Letter of Acceptance No.
dated made between and
..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out

by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

Dated the day of 2014
for
(Indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

रॉयल रॉयल
RAILTEL

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 General Conditions of Contract

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)

Notes:

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

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 (Meter/No.)	Remarks if any
---------	-------------------------	-------------------------	-------------------

Witnessed by:

(Signature of Engineer's
Representative with
Designation)

(Signature of Contractor
or Contractor's
Representative)

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

No.

Date:

To,

.....

.....

Sub: (i) Name of Work :
(ii) Acceptance Letter No.
(iii) Undertaking / Agreement No.

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

Dear Sir,

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

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

Please note that an amount equal to 0.5% of the total value of the contract per week or part thereof (rounded off to the nearest whole number) subject to a maximum of 10% of the total contract value of the works as a recovery for delay in the completion of the work after the expiry of (1) will be recovered from as mentioned in clause 14 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.



Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/S RailTel Corporation of India Ltd.
10th Floor, Bank of Baroda Bldg.
16, Sansad Marg
New Delhi-110001

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
Against the above LOA participated/awarded to us, we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current)
6. IFSC code
7. Agency's Address
8. Agency's telephone & mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

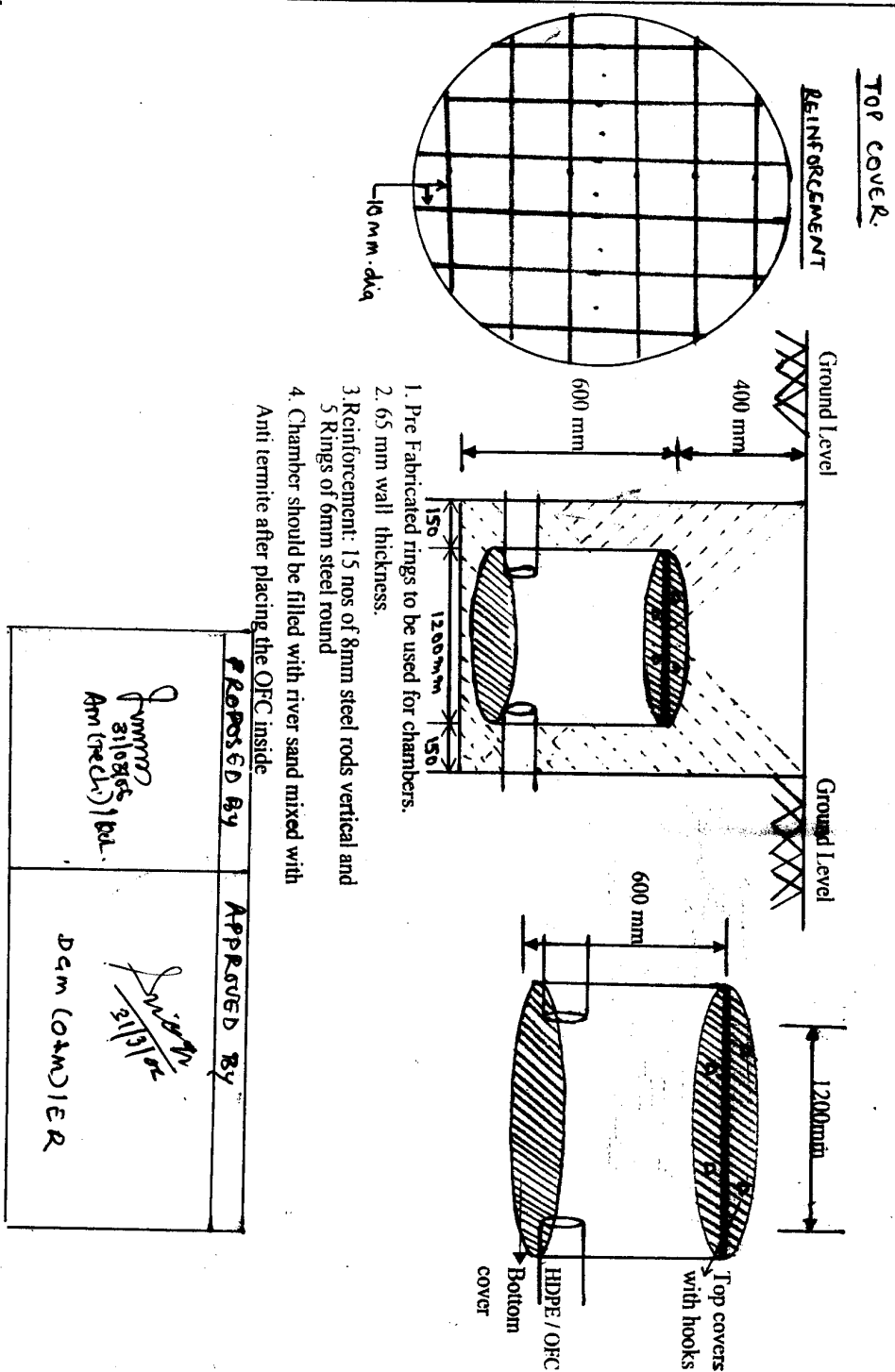
Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

Signature of Authorized
Official from the bank.

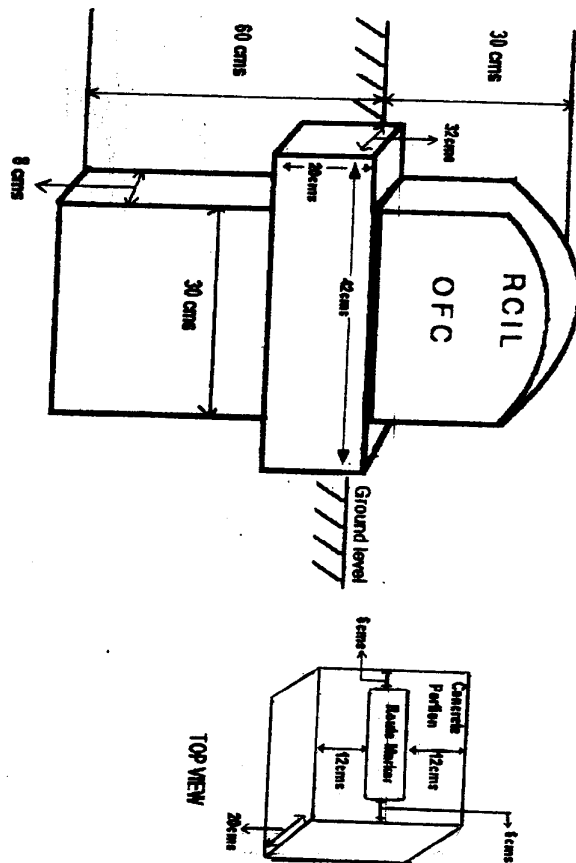
VENDOR CREATION MASTER (MUST BE FILLED BY CONTRACTOR)

Region (Mandatory)	Southern	
Supplier Name (Mandatory)		
Bank Name (Mandatory)		
Bank Branch Name (Mandatory)		
Bank Account Number (Mandatory)		
IFSC Code (Mandatory)		
Site Name (Mandatory)		
Address Line1 (Mandatory)		
Address Line2 (Mandatory)		
Address Line3 (Mandatory)		
City		
State		
Excise Reg No.		
CST No		
TIN No.		
LST No		
VAT Reg No.		
Service Tax No. (Mandatory)		
PAN No (Mandatory)		
TAN No		
Ward No.		
Moblie Number		
Mail ID	-	-
Contact Person (Mandatory)		
Service Type (In Case of Execution, Services) (Mandatory)		
Item Description (in case of Material) (Mandatory)		
OEM/Trader (In case of Material)		
Working Area (Name of State under Region) (Mandatory)		

Diagram of Construction of Loop/Splice chamber



OFC ROUTE MARKER / JOINT MARKER



RAILTEL CORPORATION OF INDIA LTD, EASTERN REGION.
PROPOSED BY - APPROVED BY

Sumit
21/03/06

Smit
21/03/06
DGM/CE/RRR.