



RAILTEL CORPORATION OF INDIA LIMITED

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop,

BEGUMPET, HYDERABAD- 500 016

1-10-39 से 44, 6 ए, 6 वीं मंजिल, बेगमपेट एयरपोर्ट रोड, शॉपर्स स्टॉप सामने, बेगमपेट, हैदराबाद -
500016

ELECTRONIC TENDER DOCUMENT

इलेक्ट्रॉनिक निविदा दस्तावेज़

E-Tender No: RCIL-ETender-20-21-MAS-72

Name of the Work

Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity
टीसीएल अमेज़न कनेक्टिविटी के लिए 24F / 48F का ट्रेंचिंग / एचडीडी और बिछाना


RailTel Corporation of India Limited
A subsidiary Company of RailTel Corporation of India Limited

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop,
BEGUMPET, HYDERABAD- 500 016, visit www.railtelindia.com, Tel: 040-27821134
Fax: 27820682, Corp. Office: Plate-A, 6th Floor, Office Block Tower-2
East Kidwai Nagar, New Delhi-110023.

LIMITED TENDER NOTICE
E-Tender No: RCIL-e-Tender-20-21-MAS-72
Date: 11.01.2021

RailTel Corporation of India Ltd., Secunderabad invites E-bids from established contractors with proven experience for the work of "Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity" as detailed below.

S no	Tender No.	Name of the work	Estimated Cost inclusive of GST@18% (In Rs) rounded off	EMD (In Rs) Rounded to nearest 10
1	RCIL-eTender-20-21-MAS-72	Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity	14,82,853/-	29,700/-

a)	Start Date for downloading the Tender	11.01.2021
b)	Closing Date for downloading the Tender	01.02.2021
c)	Closing date for Submission of E-Bids	01.02.2021, 15:00 hrs
d)	Date of opening of E-Bids.	01.02.2021, 15:30 hrs
e)	This tender is called as Limited Tender among the empaneled/approved contractors of Railtel/Chennai. Other Vendors are requested not to apply.	
Earnest Money (EMD) shall be submitted through online in IREPS e-procurement portal.		

Tender Notice and Tender Document are available on IREPS e-tender portal and can be downloaded from the e-Tendering portal <https://www.ireps.gov.in>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from Indian Railway's e-procurement portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. Also tender information available at RailTel website i.e., www.railtelindia.com

The tender offers are deemed to be valid for acceptance for a period of 30 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tender bids without submission of Cost of tender & EMD /with insufficient EMD will be summarily rejected#.

Note: #*

1. 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.
2. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work is exempted from submission of cost of tender & EMD. **Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no 5.6.1 of instructions to tenderers, Section II Chapter-1 without which their offers will be considered as invalid and summarily rejected**

SD/-

(यशपालसिंहतोमर)

(Yashpal Singh Tomar)

महाप्रबंधकअनुरक्षण,संचालनएवमपरियोजना/ दक्षिणक्षेत्र

General Manager/POM/SR

रेलटेलकॉरपोरेशनऑफइंडियालिमिटेड

RailTel Corporation of India Limited, Secunderabad

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Section Online
Chapter -1

1. This tender is processed as E-Tender

2. 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://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc

3. 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"**.

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel's Contact Person & Designation

Mr. Ankur Mittal

Sr. Mgr/Proj/SR

Mobile: 9701465826 E-Mail Id: ankurmittal@railtelindia.com

The entire bid-submission would be online on IREPS Portal.

4. Broad outline of submissions are as follows:

- I. Submission of Bid Security/ Earnest Money Deposit (EMD) through IREPS portal (or) MSME/NSIC
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tenderer has to upload both Technical and Financial bid as Single Packet on IREPS
- IV. Online response to Terms & Conditions of Tender.
- V. POA and Notarized affidavit.

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

5. Online submissions:

- i. The bidder is required to submit the following documents online
 - a) **Power of Attorney** in favour of the signatory duly authorizing the signatory shall be submitted online only. Also, original to be submitted to the tendering authority as and when requested by RailTel.
 - b) **Notarized Affidavit** in original to be submitted as per clause No. 16.1 (ii) instructions to tenderers section II chapter I
 - c) EMD-Bid Security shall be submitted through IREPS Portal.

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

6. Submission of Eligibility Criteria related documents: Deleted

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). All the tenderers are advised to upload the bids well in advance before the tender closing time.

7. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on IREPS Portal <https://www.ireps.gov.in/>. However, tenderer's should submit their bid through IREPS Portal only.

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

8. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

9. Fax Quotations & Late Tenders: Fax Tender documents, Offline Tender Bids and Late/Delayed tenders would not be considered.
10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.
11. Addenda / Corrigenda: Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected. The information of Corrigendum/Addenda shall be published on IREPS portal. Prospective bidders are advised to check the website periodically for updates.
12. 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.
13. 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 as and when requested from contractor.
 - 13.3.1 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who

choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.ireps.gov.in>), and go to the User-Guidance Center.

15. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on IREPS's e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents.

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.

SECTION – I Chapter -1

Preamble

Tender No. RCIL-eTender-20-21-MAS-72

Dated: 11.01.2021

1. **Name of work:** Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity as per schedule of requirement:
2. **Scope of work:** The broad responsibility of the contractor under the scope of work for this tender shall be as under:
 - 2.1 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications.
 - 2.2 **Services/Works:** Trenching, laying of OFC, HDPE pipe blowing, splicing, concreting, sand filling etc Termination and Testing of Optical Fiber Cables as detailed in para 1 above.
3. **ROW/Restoration Charges:** Restoration Charges wherever applicable as indicated by Government authorities will be borne by RailTel. However, it is the responsibility of the contractor to arrange permission from various authorities.
4. **Tender Bid** The tender bid shall be submitted online at IREPS portal only. **Awarding or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.**
5. **Tender offers:** The tenderers are required to quote on percentage basis. The quote shall be in figures and words. If there is any discrepancy in the quoted rate between figures and words, the rate quoted in words will be taken as final.
6. **Cost of Tender Book per Section: Deleted**
7. **Qualifying Criteria : Deleted**
8. **Last date of Submission:** The last date of submission of tender is as per the online date and timings mentioned in Tender notice page. The tender will be accepted only through online and not by physical mode.
9. **Date of Opening of Tender:** The tender will be opened at 15.30 hrs on 01.02.2021 in ONLINE mode only.
10. **Completion Period of Work:** The work should complete within 90 days from the date of issue of Letter of Acceptance/PO.
11. **Address to which correspondence:** RailTel, Chennai Office.
12. **Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 5 Chapter I Section II**
13. **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.
14. **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.
15. **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.
16. **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.

17. **As made drawings: Deleted**

18. **Materials to be supplied by RailTel: OFC Cable, HDPE Pipe**

Note: The material shall be supplied at locations mentioned below: The successful tenderer has to make his own arrangements to transport the material to site and no payment shall be made on this account.

Tendered Section	Store site at Railway Station	Pin code
Chennai (From Park Town to TCL – Swami Shivanandha salai via pallavan Salai	OFC/Duct stored at Indira Nagar at Tiruvanmiyur Railway station	600002,600003

19. **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.
20. 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.
21. **Maintenance Support:** The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.
22. **Video Recording:** Video Recording of Trench: Video recording of trench to indicate the depth (1.2) of the trench to be recorded and soft copy in PENDRIVE/DVD format to be submitted to RailTel for approval by the concerned Manager. Only after obtaining approval of concerned Manager RailTel, HDPE duct to be laid and then the trench can be closed. a. Video recording should be taken in such a way that it should be possible to deduce the depth of trench from the video itself. For e.g. A long stick with a clear legible mark at 1.2m should be made and a person should walk with the stick in the trench and the recording should be done as the person walks along the trench. However, the physical inspection of the trench by RailTel engineer at site will be done as per RailTel's discretion
23. In all matters, decision of Regional General Manager (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.

TENDERER DATA SHEET**For**

“Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity” as per the schedule of work & specifications

Schedule of Requirement and Specifications (Tender No: RCIL-eTender-20-21-MAS-72)

S No	clause reference	Description	Remarks(Yes/No)	Page no
Cost of Tender & EMD Particulars				
1(a)	EMD as per NIT/ Preamble	Whether EMD submitted online in IREPS portal?		
1(b)	If opted exemption	Whether MSME/NSIC document submitted online in IREPS portal?		
2	Section II, Chapter I ,clause No. 5.6.1 of the tender document	If remarks for the Srl. No. 1 and 2 are " No " then whether NSIC/MSME certificate is enclosed?		
2.1		In case of submission of NSIC/ MSME certificate, whether work/store/services Name mentioned in NSIC/MSME is same for which tenderer is participating.		
2.2		What is the date till which NSIC is valid?		
2.3	Declaration and Tabulation sheet is mentioned in cl. No.5.6.1 page No. 27 of tender document)	Signed Declaration Form duly filled with details as per format “Tenders awarded under NSIC/MSME” enclosed?		
3&4	Tech/Financial Eligibility Criteria		Deleted	
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? (or) on letter head		
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? (or) on letter head.		
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, Memorandum of Joint Venture 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				
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		
Clause wise compliance and deviation statement				
13		Whether clause wise compliance to the tender condition and statement of deviation Form- No. 5 enclosed?		

Note:

1. All scan copies of documents listed above shall be submitted online

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	Fax No.	
10	E-mail ID	

Place
Date

(Signature of the Tenderer with Seal)

SECTION I
Chapter 2
SCHEDULE OF REQUIREMENT

Tender No: RCIL-e-Tender-20-21-MAS-72

Name of the work: - Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity.

S. No	Description (SAC code for all line items is 997316)	Unit	Qty	Rate inclusive of GST@ 18%	Total Amount inclusive of GST@18%
A	B	C	D	E	F(D*E)
1	Laying of HDPE Ducts by Horizontal Directional Drilling more than 2 Mtrs which includes preliminary underground utility survey using scanner, piloting, using proper tools tracker reading, pulling the ducts without damage to other ducts and utilities, Entry pit, Exit pit, removal of surplus earth, fixing of couplers as per standard specifications and as per the instructions of RailTel Engineer in charge. b. Blowing/Pulling of Fiber through HDPE Duct (One duct only) c. Supply, Transportation and Installation of FRP Chamber (0.9M x 1.20M) (Hexagon shape) – as per route plan or at an interval of not more than 250 Mtrs. d. Supply and Laying of 120 mm DWC pipes. Rate includes fixing of coupler with sealant. e. Supply and Splicing/Termination of joint closure and FMS (including FMS installation). The rate is inclusive of ROW permissions and clearances from all authorities	Mtrs	2000	705.17	1410340
2	Supply, Installation & Erection of FRB Chamber (900mm x1000mmx1000mm) Load -20 ton	Nos	5	14502.59	72512.95
	Total Rupees Fourteen Lakh eighty Two Thousand Eight hundred and Fifty Three only				1482853
	Contractor's quoted percentage (in figures & words) Below/At Par/Above (Including GST @18%)				Shall be filled online in IREPS portal only
	Grand Total Amount after contractor quoted percentage In figures & words:				

Note:

1. The tenderer has to carryout detailed survey of the section to familiarize with the condition of the soil and requirement of protective arrangement etc. The tenderer has to quote for all items of schedule and partial quotes are not acceptable.
2. Any discrepancy between figures and words, amount in words shall be deemed final.
3. The rate is inclusive of all taxes. However separate tax details like service Tax, VAT, WCT etc., covered in the above offers should be given only with the offer.
4. The locations and qty are tentative. RailTel can change the location and qty as per the site conditions while execution.

Signature of Tenderer with Seal

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**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, Hyderabad – 500016 from established and reliable contractors for the work of - Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity.

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**".

- 1.1 **Tender offer:** The tenderer(s) are required to quote **rate in percentage** 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, 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016.

"**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.

"PURCHASER" Means M/S RailTel Corporation of India Limited, 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016.

"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 IREPS portal online only:

Tender No	Name of the work	Tender Estimated Cost (In Rs) rounded off	EMD (In Rs)
RCIL-eTender-20-21-MAS-72	Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity	14,82,853/-	29,700/-

- 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 rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.

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 3 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 NSIC& MSME registered firm
For Small Scale Units registered with NSIC& MSME under single point registration scheme and

Participating in this tender, following exemptions shall be available

- (i) They shall be exempted from cost of tender documents.
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided units are registered with NSIC & MSME 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 & MSME registration certificate for the tendered item/items, otherwise their offer would not be considered.

Note: * Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. **These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work 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/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

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* Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period provided the monetary limit is more than the tendered value otherwise they are not eligible for waiver of tender cost and EMD. The firm has also to submit a declaration along with tender bid stating that: **"I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to. -----for similar service contracts"** and details as per table below:

Declaration of Tenders awarded under NSIC/MSME

S No	No. of Tenders participated in current FY: 2020-21 with NSIC/MSME	No. of Tenders Awarded in current FY: 2020-21 with NSIC/MSME	Details of awarded tenders		
			Tender No & Date	Name of Work/Stores	Value in Rs.

It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table.

3. 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 IREPS portal.
 - iii) Earnest Money to be submitted online in IREPS 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) Any other information desired to be submitted by the tenderer.
 - vii) Complete tender document duly signed (digitally sign) in all pages including above
 - viii) Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid
- 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, Memorandum of Joint Venture 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 30 (Thirty)

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:** Deleted

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 (or) on firm Letter Head and online 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.**

16. **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.

- 17. 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.

- 18. 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).

- 19. 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.

20. 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.

21. 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
44. Updation of Labour data:
45. Neighbouring Country Clause
46. Manufacturer Authorization Form

SPECIAL CONDITIONS OF CONTRACT

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.

1.4 Tenderers are requested to quote for all the 4 reaches. However maximum 2 reaches only will be awarded to successful bidders.

1.5 This tender is called as Limited Tender among the empanelled/approved contractors of RailTel Other Vendors are requested not to participate.

1.6 Work will be spread not only in the LUS locations mentioned in the Reaches SR/SA/R1, & SR/SA/R4 but also in other locations where OFC is exposed/ Having More loss/ Having More Joints etc. contractor may be advised to divert cable anywhere in the Salem division as per the requirement of Railtel at no additional cost.

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 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 **3% of the contract value.**

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

3.6 Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank

3.7 **Delay in submission of PBG:** The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). 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 PG 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.

3.8 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.

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

3.10 The balance work shall be got done independently by RailTel.

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

4. **CONTRACTOR'S OFFICE & STORES DEPOT:** The Contractor shall within ten days of issue of letter of acceptance of tender establish an office and store depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser's Engineer. He shall intimate the purchaser's Engineer address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered post.

5. **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, wherever 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

The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. 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 Requirement without any change in unit price of the ordered quantity or other terms and conditions.

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

After successful completion of the work and acceptance by RailTel, Provisional Acceptance Certificate (PAC) will be issued by the authorized representatives of RailTel. The period of maintenance of works shall commence from the date of issue of 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-imbursement from out of sources (i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suomoto.

27. PENALTY FOR DELAY IN COMPLETION

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

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

27.3 Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. This penalty for delay in completion will be applicable separately for each stage of completion of work when two or more stage of completion, are specified in the contract. The

purchaser's engineer shall at his sole discretion specify a time limit within which the unfinished portion of the work shall be completed after serving on the contractor a notice of Purchaser's intention to recover the said penalty in Form 11. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provisions in Para 33 to 35.

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

27.4 Penalty for damaging the 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 (SCHEDULE OF Supply and Installation) 'Progress payment' shall be made separately for each item/sub-item of work given in the Schedule of Services, twice in a calendar month.

34.1 90% (Ninety percent) of the progress payment for each item of Schedule of Supply & Installation shall be made after successful completion at various locations, joint measurement and testing to the satisfaction of Engineer on production of the following documents.

- a) On receipt of materials at site.
- b) Original Inspection certificate issued by Inspecting Officer.
- c) Challan / Invoice in duplicate.
- d) A certificate that the materials supplied are as per the contract and the amount claimed in the Invoice is correct as per terms of the contract.
- e) Insurance policy for material (100% of the value of on account payment) as per Para40.
- f) All on account payments shall be covered by a standing indemnity bond in the approved form (see formNo.6).

34.2 5% (Five percent) value of the works/services completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation

35. Final Payment:

35.1 Final 5% (Five percent) payment shall be made on expiry of the warranty period and issue of the certificate of final acceptance of the entire installation by RailTel engineer-in-charge.

35.2 On the basis of Final Acceptance Certificate from the Purchaser's Engineer for all the works at all the locations covered in this contract and reconciliation of materials issued, the final bill for the balance payment for each item of work shall be submitted by the Contractor along with a clear 'No Claim Certificate'. The Provisional Acceptance Certificate shall be issued by the Purchaser's Engineer only when he has accepted the work wholly after conducting the acceptance tests as per the details given in the technical specification and supplement.

35.3 **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

35.3.1 Handling Vitiating during Variation in Contract Quantities:

- i. In the contract, as a result of variations, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs 50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs 50 lakh)	5

- ii. When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.
It should be immediately examined whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.
- iii. The above shall be regulated as under:
 - a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.
 - b) Executives while executing the work shall make all efforts to ensure that no vitiating takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
 - c) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

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: The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

40.1INSURANCE OF MATERIALS & INSTALLATIONS: The Contractor shall take out and keep in force a Policy or policies of Insurance for all materials including RailTel supply materials/equipments irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations as per para27.

The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of Mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor at the cost of the Purchaser.

The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's Engineer will advise the approximate price of all the RailTel supply materials to the Contractor.

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

- a. 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 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- b. All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- c. The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the Chairman cum Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.
- d. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so

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, then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.
 - (a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.
 - (b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit,

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

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

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

claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deduction of the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the RailTel the amount of such excess and it shall be deemed a debt due by the Contractor to the RailTel and shall be recoverable accordingly.

44 Updation of Labour data:

- A. Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
 - a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till ____ Month ____ Year."

45. Neighbouring Country Clause

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

- I. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated; established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- III. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the nature a person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is indentified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- IV. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- V. The successful bidder shall not be allowed to sub-contract works to any contractor form a country which shares a land border with India unless such contractor is registered with the Competent Authority.

46. Manufacturer Authorization Form

The tenderer should enclose the Manufacturer Authorization Form as provided vide Form No 12.

SECTION-II

CHAPTER-3

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	deleted
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	:	Deleted
Form No. 11	:	Notarized Affidavit
Form No.12	:	MAF Form

FORM –I

PARA 6.7 (i) Section-II Chapter –I

OFFER LETTER

To

Regional General Manager (Southern Region)
 RailTel Corporation of India Limited.,
 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop,
 BEGUMPET, HYDERABAD- 500 016

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 30 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 “- Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity” 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 for each section within specified period mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- thousand only) is herewith forwarded as “Earnest Money” ” **through IREPS portal with the following transaction details:.....** The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

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

SIGNATURE OF CONTRACTOR (S) Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

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

FORM – 3

Para- 2 Section-II Chapter II

AGREEMENT

An agreement made this ---- day of ----- 2021 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 2nd Floor, 'B' Block, RailNilayam Building, Secunderabad (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 Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity 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 “- Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity as per the Tender document No. --- -- for Rs.----- (Rupees ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide letter No.----- dt. -----2021 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 “- Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity” for which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of “- Trenching/HDD and laying of 24F/48F for TCL Amazon connectivity” & 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)

In consideration of the RailTel Corporation of India Limited: 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016
(Herein after called RailTel)

1. (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 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 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 2021

for
 (Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

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

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

1.1 Instructions to Tenderers and Conditions of Tendering

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

1.2 Preamble

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

1.3 Special conditions of Contract.

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

2. The following are the particulars of deviations from requirement of the technical specifications.

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 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 ----- vide letter of Acceptance/PO of ----- 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)

FORM - 9**Para - 35 Section-II Chapter - I I****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.

Annexure-A Form-11**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://www.ireps.gov.in>. 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.

Executive Director /RGM
 RailTel Corporation of India Ltd.
 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
 Opp. Shoppers Stop, Begumpet, Hyderabad - 5000016

Dated:

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

Ref: Tender No. RCIL-20-21-MAS-72 Dtd:

Dear Sir,

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

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

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

Thanking you,
 Best regards,

Authorised signatory

SECTION III

CHAPTER 1

TECHNICAL SPECIFICATION AND INSTRUCTIONS FOR TRENCHING, LAYING OF OPTICAL FIBRE CABLE, SPECIAL PROTECTIVE WORKS, DUCT INTEGRITY AND BLOWING OF OFC

Technical Specification for open trenching/HDD methods.

I	Trenching & Ducting at a OFC depth of 2 mts (entry & exit pit) in City/Suburban, Town/Corporation Pan Tamilnadu state and laying of HDPE duct. Duct will be supplied by RailTel.
a)	Backfilling of trenches and compacting the trenches as specified.
b)	Trenching to a depth of 0.6 Meter in Cell /Repeater site/in buildings and laying of DWC pipe with various size up to a Max. of 120 mm as casing, clamping of same to walls /columns as specified. Rate includes supply of DWC pipe/clamps and top surface restoration of in building trenches including replacement of tiles if required.
c)	Pit Excavation as per spec for Erection of Manholes /Pull Through/Splice chamber/ Earthing pits/Route Markers/Chamber markers.
d)	Trenching in swam py soils and water logged areas. This includes dewatering, shoring of trenches and mud pumping manually or mechanically wherever required.
e)	Duct Integration Test for all the ducts as per the directive of site engineer in charge.
f)	Hard/ Soft Rock breaking and Asphalt/Concrete surface Removal wherever required.
g)	Supply, Transportation and installation of FRP Splice/Pull through chambers as per route plan or at an interval of not more than 250 Mtrs. Note: Cost also includes preliminary underground utility survey using scanner, piloting, using proper tools tracker reading, pulling the ducts without damage to other ducts and utilities, Entry pit, Exit pit, removal of surplus earth, fixing of couplers
h)	Supply & Erection of RCC Route markers at every 250m, near Pull though chambers/Splice chambers(as per the spec issued),also includes extra Route Markers wherever route deviates and on either side of Road crossings.
i)	a) Supply & Laying of DWC (120mm) for crossing Bridge/Culvert (wet/dry) by way of Down crossing/Up crossing/by Clamping as per the Technical specifications. or b) By drawing duct through 120mm DWC pipe and with M20 concrete encasement as per spec. when laying along the road as per the discretion of RailTel Engineer at site. c) Road crossing with protection of DWC pipes with CC or GI pipe with CC 150mm. Note: The rate includes supply of 120mm DWC also.
II	Horizontal thrust boring/Horizontal Directional drilling for road crossing/ along the city roads. Under road/platforms/railway tracks/difficult terrain etc., trench less horizontal directional drilling (HDD) method shall be adopted under the supervision of competent staff for laying of HDPE pipe (40/33 mm dia) at a minimum depth of 3 meters (depth as per instructions of the site engineer). The depth of trench at any of the ends should not be less than 3 meter in any case. Both ends of HDPE pipes should be close properly using accessories and the pits should be properly back filled. There should be no damage to the road/platform/tracks or any such structures etc., enroute during or after the HDD operations. Supply, Transportation and installation of FRP Splice/Pull through chambers as per route plan or at an interval of not more than 500 Mtrs. The work includes supply of all accessories required for laying of HDPE pipes. (Entry & exit pit minimum 1.8 Mtrs).
III	If trench depth could not be attained to 1.2 m for what so ever reason, then ducts have to be protected by

	A) For Depths >0.8 Meter and <1.2 Meter: half cut RCC pipe. B) For Depths >0.4 Meter and <0.8 Meter Half cut RCC Pipe with cement concrete (CC) Note: Cost includes all supply and laying of half cut RCC pipes, joint couplers. C) For Depths <0.4 Meter: Encasing the duct with 120MM DWC+ CC D) If there is no depth :Encasing the 120mm DWC pipe in RCC beam of section 300mm wide and 400 mm thick (6no's 12 mm dia with 10mm dia stirrups @ 200mm c/c as reinforcement) with M20 concrete with 12mm downgraded metal Note: Cost includes supply and laying of 120 mm DWC pipe, Re-enforcement steel and concrete also includes the cutting and bending of reinforcement steel.
1	Restoration of utilities like telephone/electric/water/drainage lines damages if any during the execution of works and obtaining of No objection certificate from the respective utility agencies for satisfactory restoration of the utility.
2	Preparation and submission of As-built drawings in the given format, in hard and soft copy for Backbone route, cabling and splicing works.
3	On site ware house with security guard to stock and secure the materials in order till the handover of the route.
IV	Blowing of 24/48F Optical Fiber Cables through already laid HDPE Duct. OFC will be supplied by RailTel.
1	Splicing & Terminations of 24/48F at Splice chambers/FMS, Testing with OTDR and Handing over as desired by works-in-charge. Joint closure and FMS will be supplied by RailTel.
2	Providing at-least one Engineer with Mobile phone with active SIM card (GSM-Postpaid) with 2 wheeler (scooter/motor bike),with Trench measuring tools like Road-o-meter, measuring tape, Duct cutter etc as specified till the completion of project.
3	Incidental trenching and ducting at depth of 1.2 Mtr in country side/towns and laying of 1 (one) HDPE (40/33 mm)duct, rate includes, protection to the ducts as described in item no.1of Technical Specifications in Section III, chapter I of this document.
4	Incidental duct laying wherever required cost includes duct integration test and supply and laying of 4mm nylon rope inside.
5	Supply and Erection of incidental splice chamber as specified.
6	Incidental Blowing of fiber cable 24/48F Armoured cables as specified
7	Splicing & Termination of (including FMS installation) as per the technical specifications 24F

Terms & Conditions

1. No extra items will be certified for payment in terms of materials executed other than that specified in the agreement. Payment shall be made based on the physical length certified by RailTel Corporation of India Ltd.
2. All works shall be confirming to the technical specifications in Section III, chapter I of this document.
3. Trenching on Berm is not permitted. ROW conditions, stipulations and timeliness have to be strictly adhered. Failure to compliance and associated risks shall be to the contractor account.
4. All incidental works needs prior written approval by RailTel.
5. Any damages to the other operator networks/utilities Viz. Power, Telecom, Water etc. shall be rectified at contractor's cost and shall obtain clearance letters from the utility agencies.

6. Apart from the schedule, it is the contractor's look out to complete the work well within the targeted period.

TEST PROTOCOL FOR OPTICAL FIBRE CABLE

SYSTEM TEST PROTOCOL OPTICAL FIBRE CABLE FIELD TEST

Route: ----- Date: -----

Station: ----- No. of mid- section splices: -----

Section: ----- Measured by: -----

Length
(by OTDR): ----- Length as per meter
marking on cable sheath-----

Optical measurements (On Line):

Measurement	Fibre – number 1 2 3 422 23 24	Accepted Value
1.1 Total attenuation at 1300/1550 nm with OTDR		
1.2 Total attenuation per Km at 1300/1550 nm:		<0.40 dB/Km at 1300 nm &<0.25 at 1550 nm
1.3 Splice Loss in dB with OTDR Location		Average splice loss
OHE Mast No. / Overhead alignment post no. A. B. C. D. E.		
Average Splice Loss		0.15 dB/Splice

NOTE: ALSO ATTACH OTDR RESULTS |----|

2) Visual Inspection (On Line):

2.1 No. of Cable drum used in the section: -----

2.2 S.No. of cable and length of each drum:

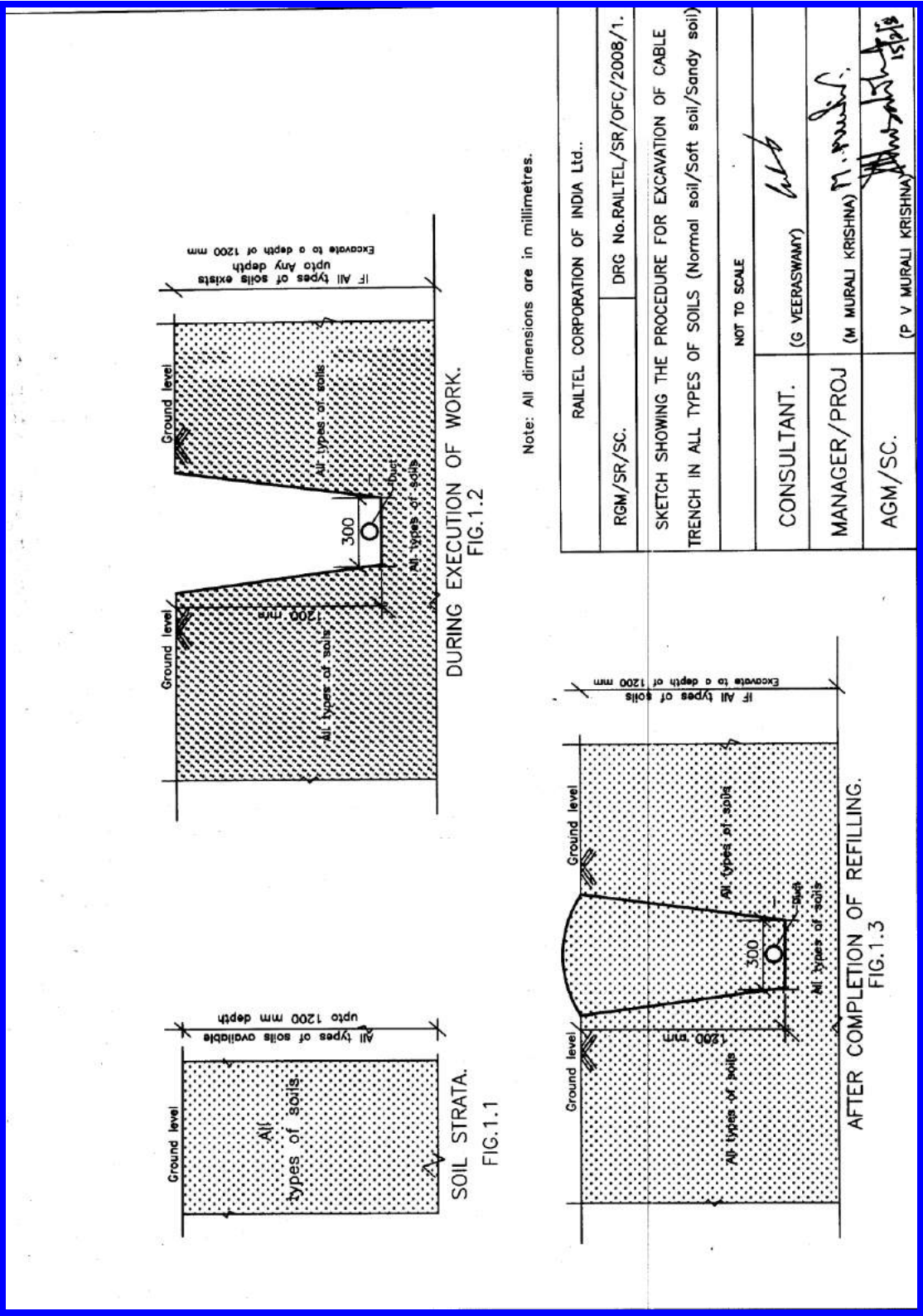
<u>S.No.</u>	<u>LENGTH</u>
1. -----	Mtr
2. -----	Mtr
3. -----	Mtr
4. -----	Mtr
5. -----	Mtr

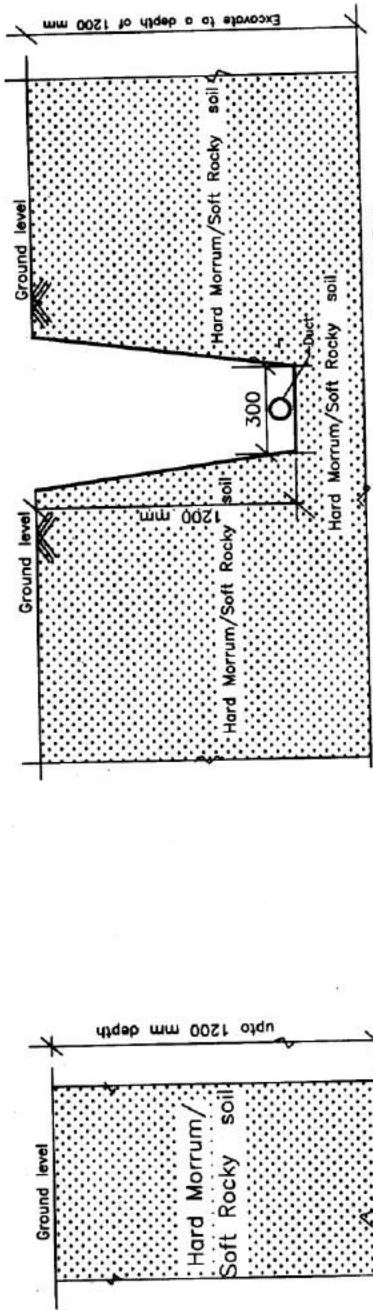
2.5 Location of Isolation Sleeves: 1. 2. 3.

Contractor's Representative

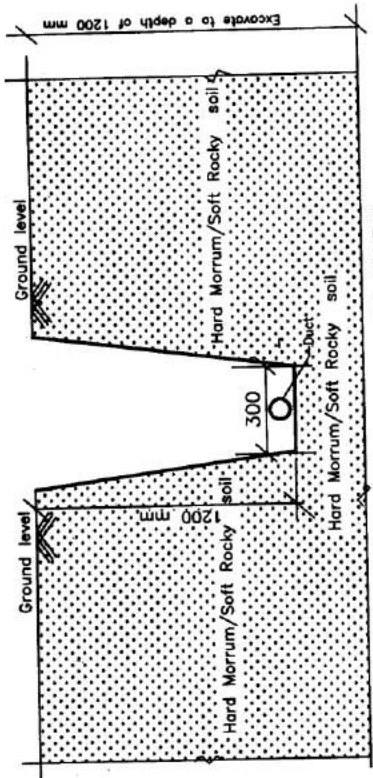
RailTel's Representative

DRAWINGS

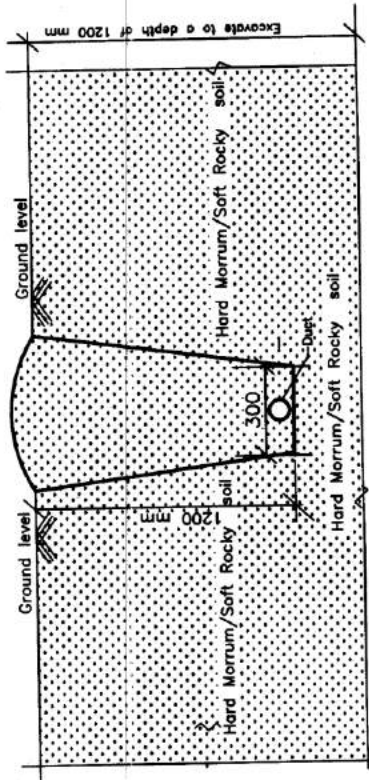




SOIL STRATA.
FIG.2.1



DURING EXECUTION OF WORK.
FIG.2.2



AFTER COMPLETION OF REFILLING.
FIG.2.3

Note: All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd.	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/2.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IN Hard Morrum/Soft Rocky soil	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY)
MANAGER/PROJ	(M MURALI KRISHNA)
AGM/SC.	(P V MURALI KRISHNA)

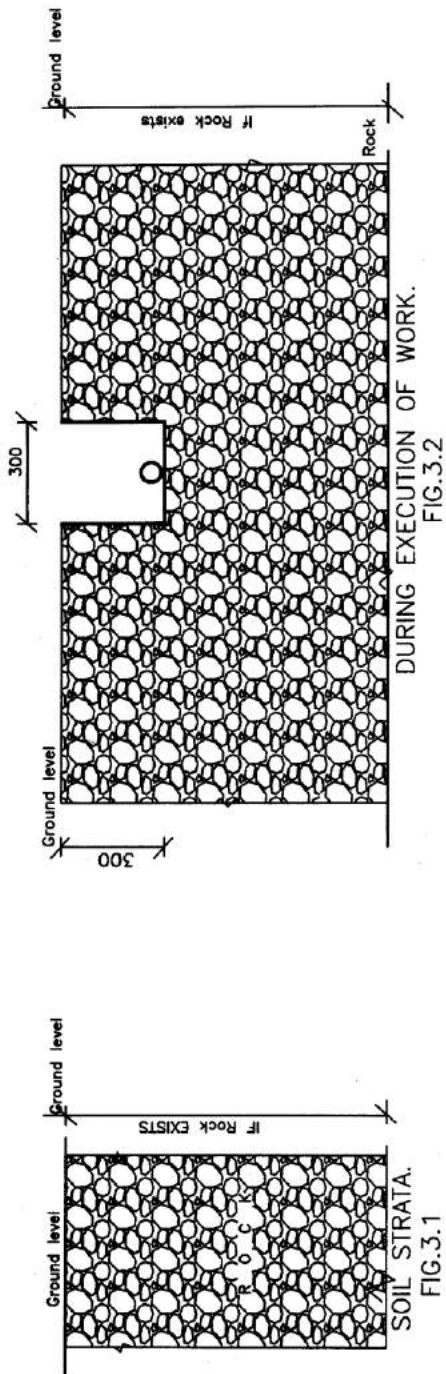
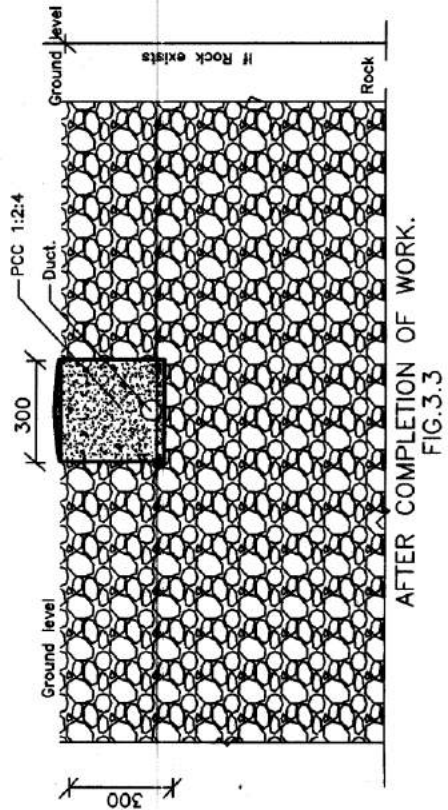


FIG.3.2
DURING EXECUTION OF WORK.

NOTE;
1.All dimensions are in millimetres.



RAILTEL CORPORATION OF INDIA Ltd..	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/3.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS FROM SURFACE OF GROUND.	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY) <i>h/b</i>
MANAGER/PROJ	(M MURALI KRISHNA) <i>M. murali</i>
AGM/SC.	(P V MURALI KRISHNA) <i>P.V. Murali Krishna</i> 15/2/18

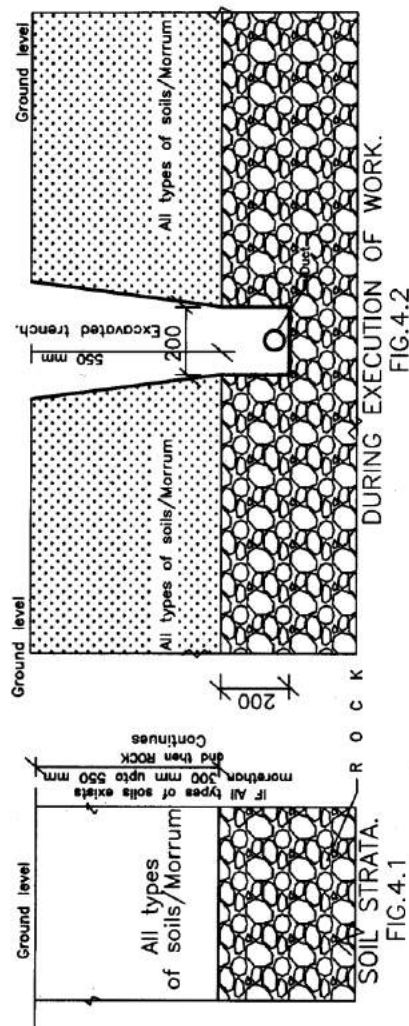


FIG. 4.2

NOTE:

1. All dimensions are in millimetres.

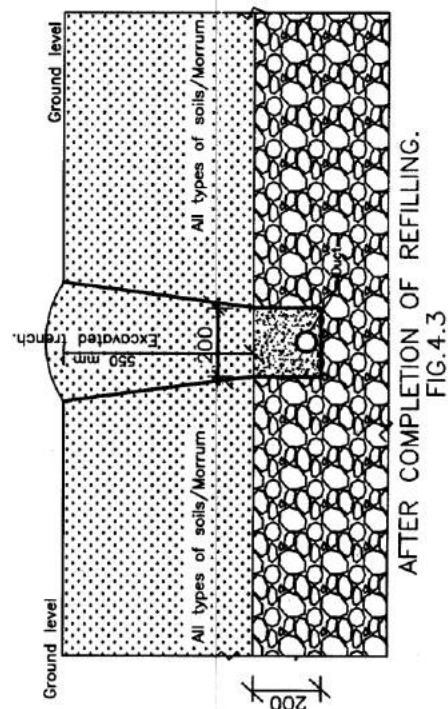
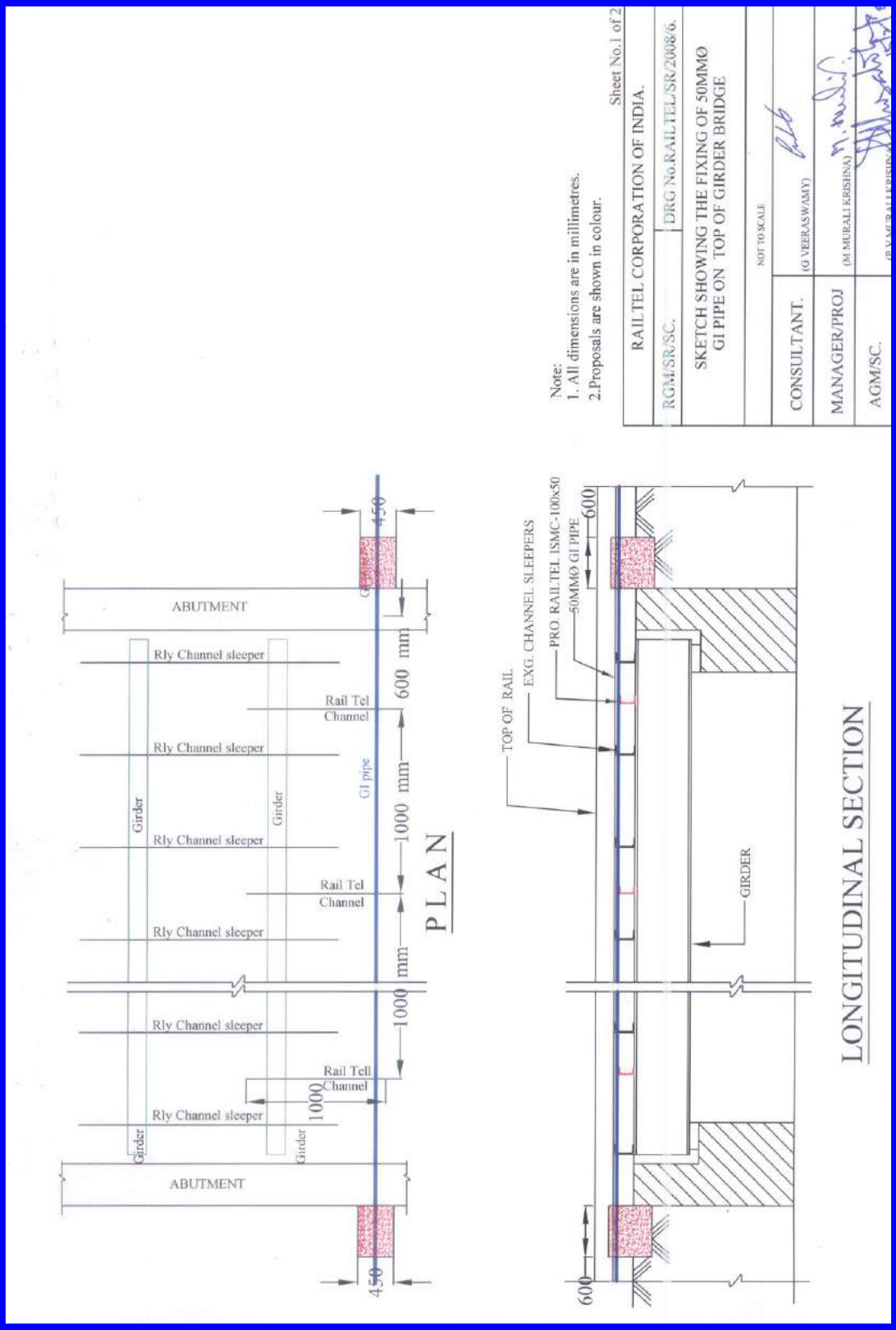


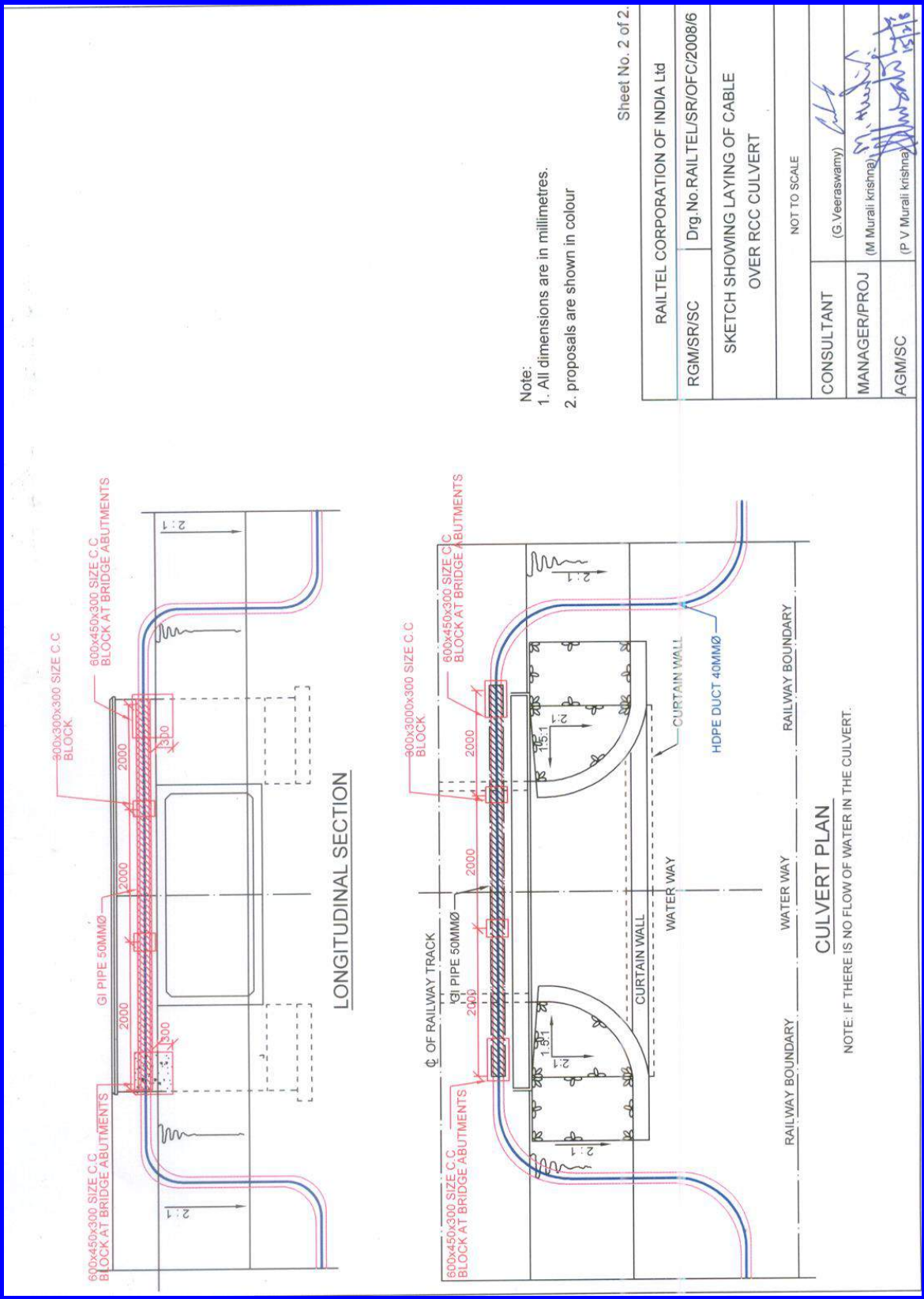
FIG. 4.3

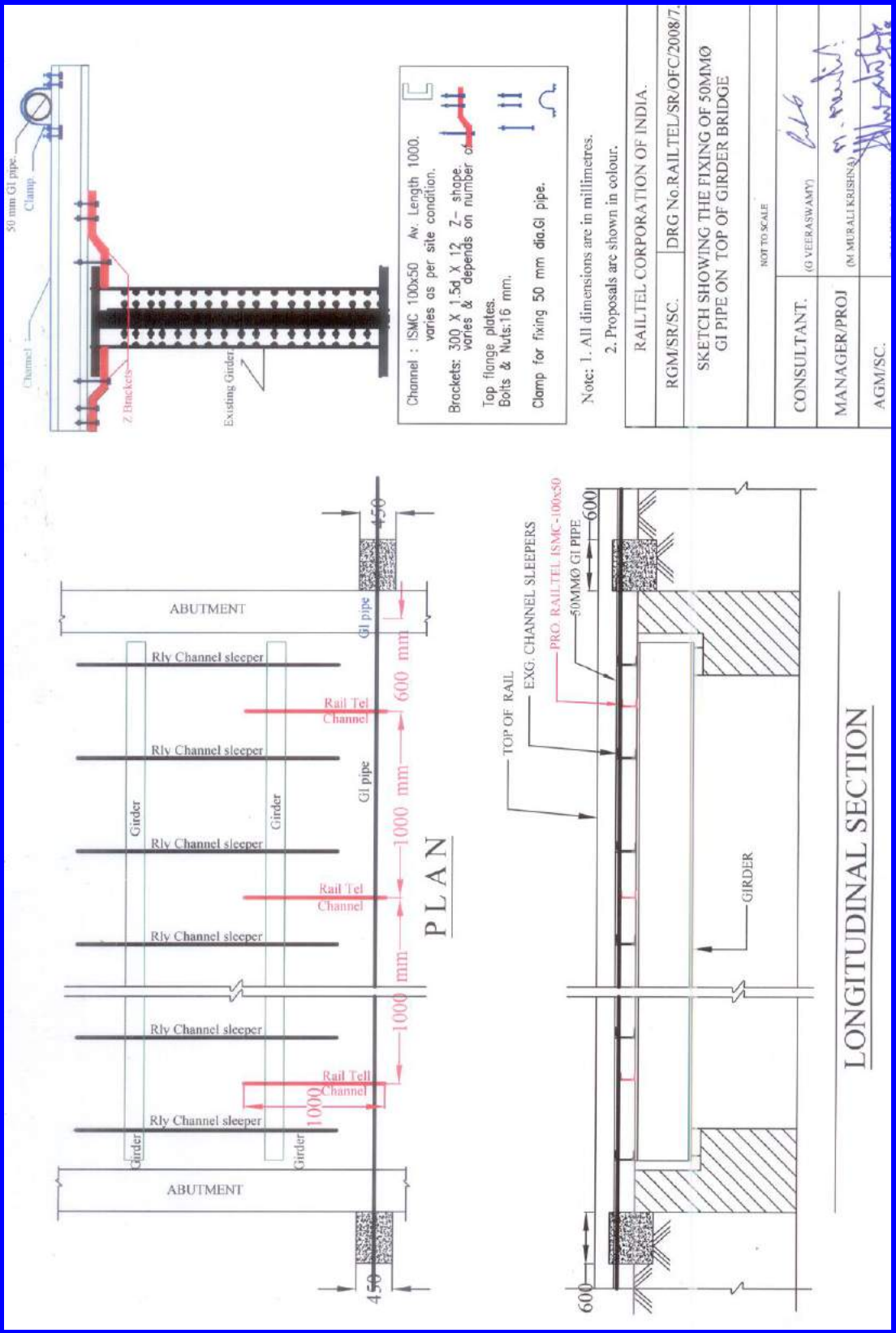
RAILTEL CORPORATION OF INDIA Ltd.	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFc/2008/4.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS morethan 300 to 550 mm FROM G.L.	
NOT TO SCALE	
CONSULTANT.	 (G VEERASWAMY)
MANAGER/PROJ	 (M MURALI KRISHNA)
AGM/SC.	 (M MURALI KRISHNA)

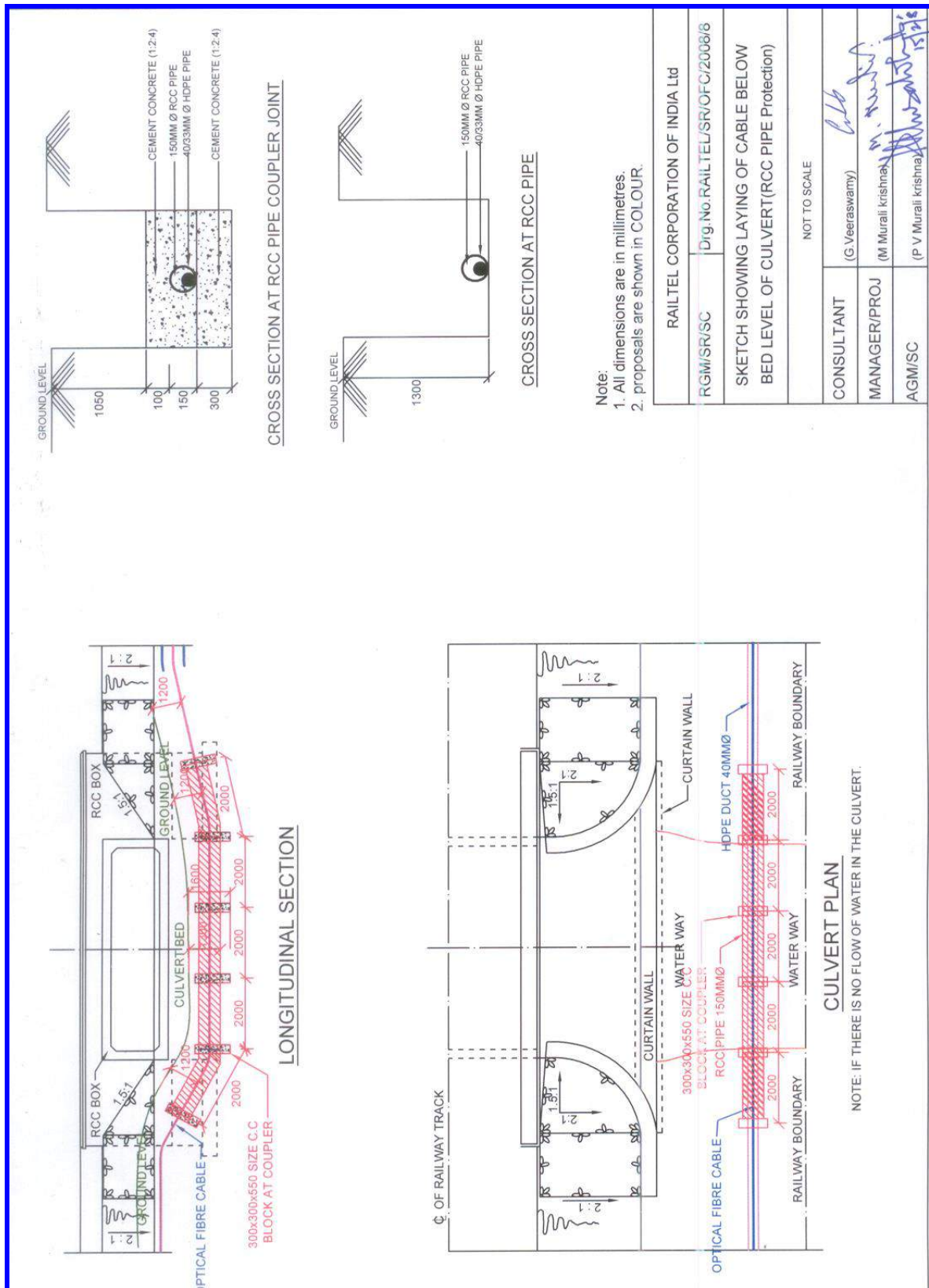


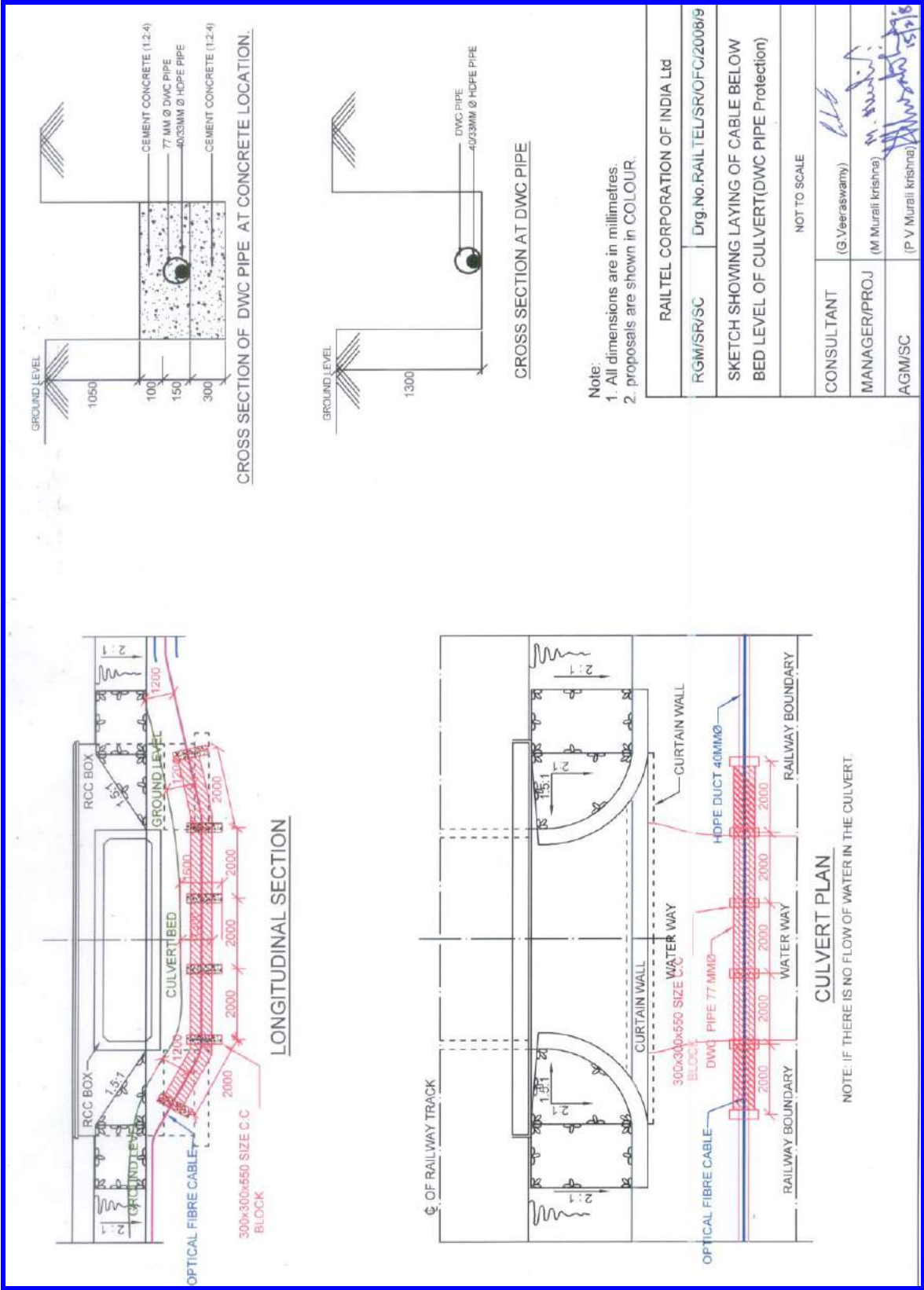
Signature of tenderer with seal

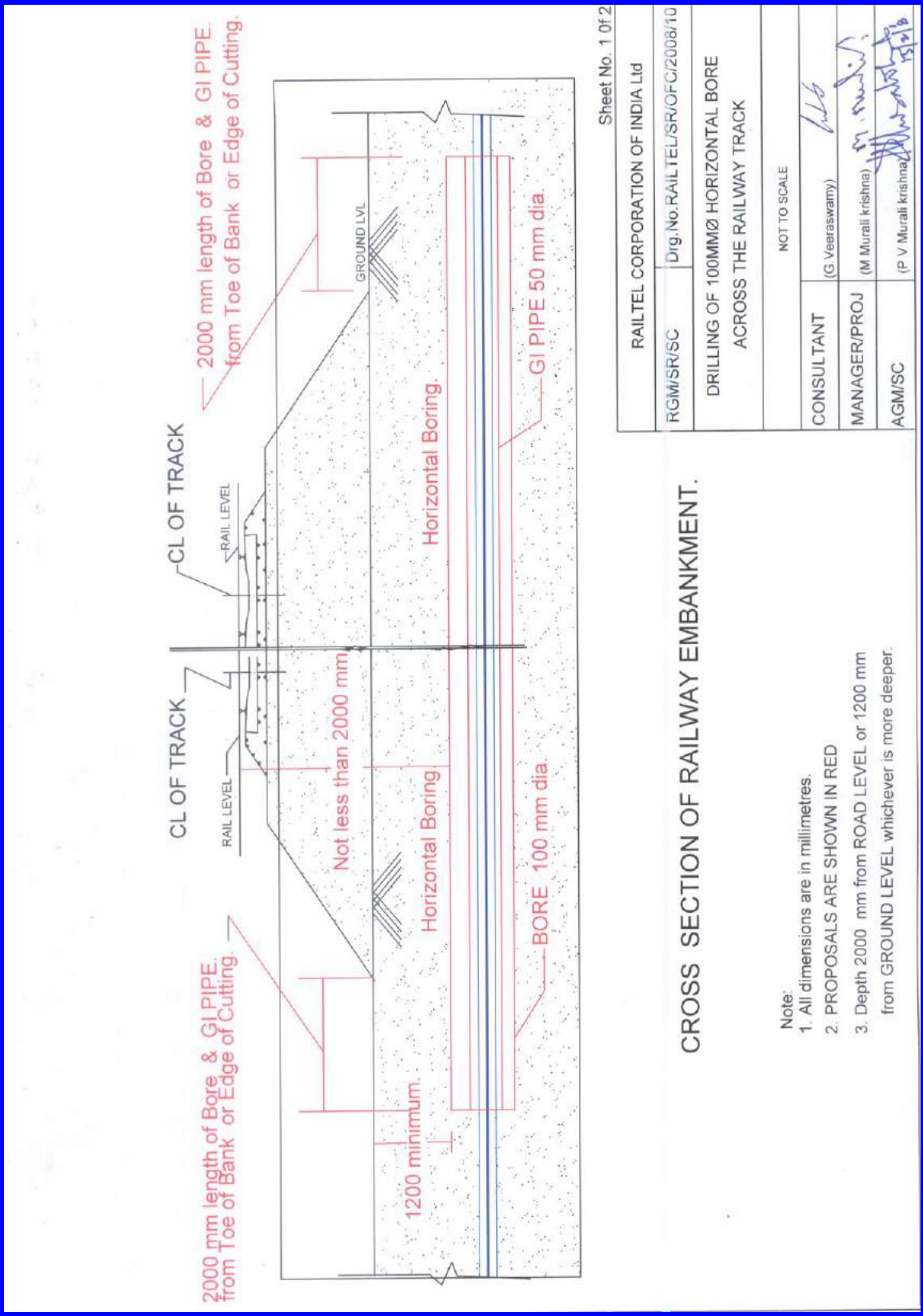


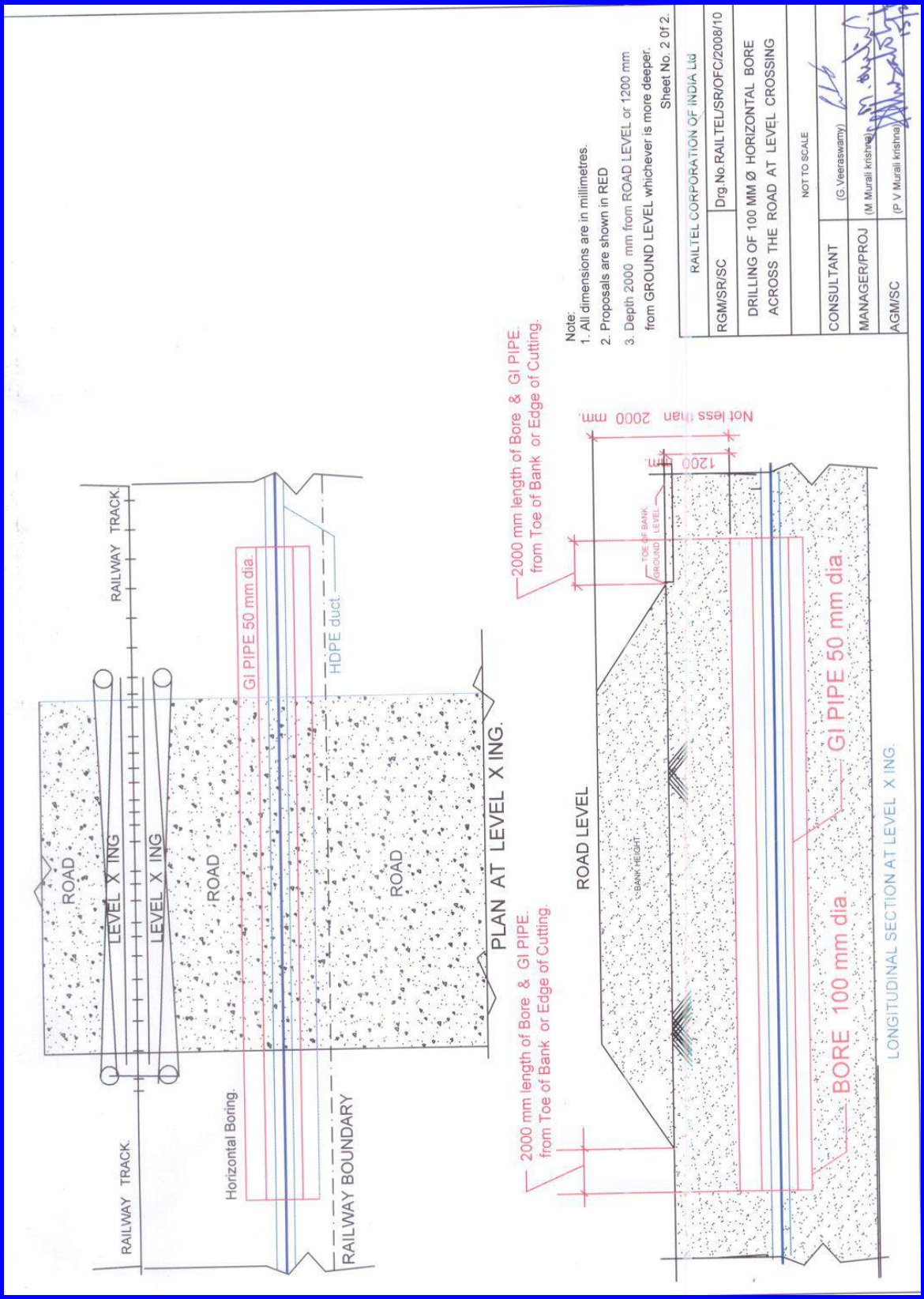


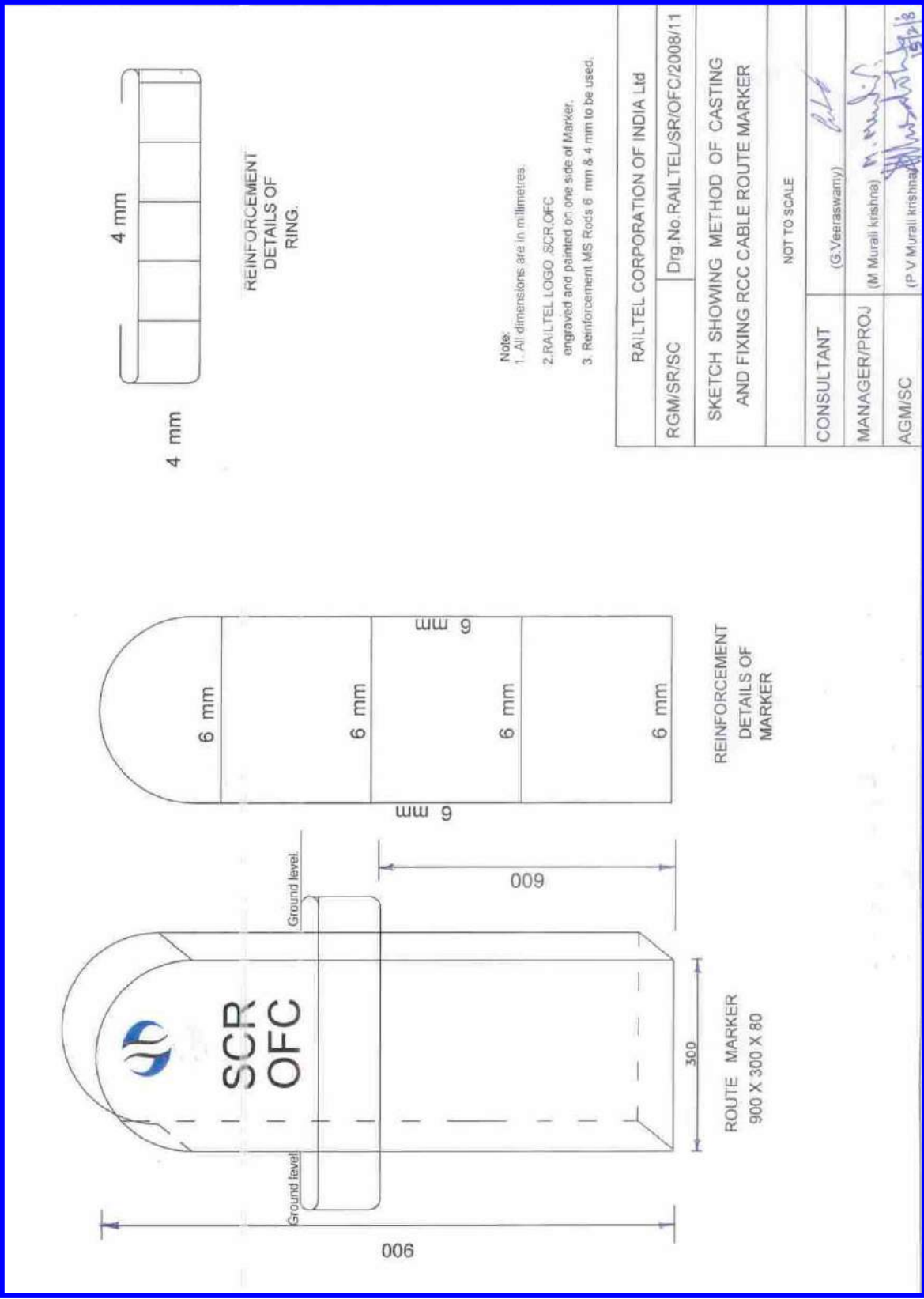


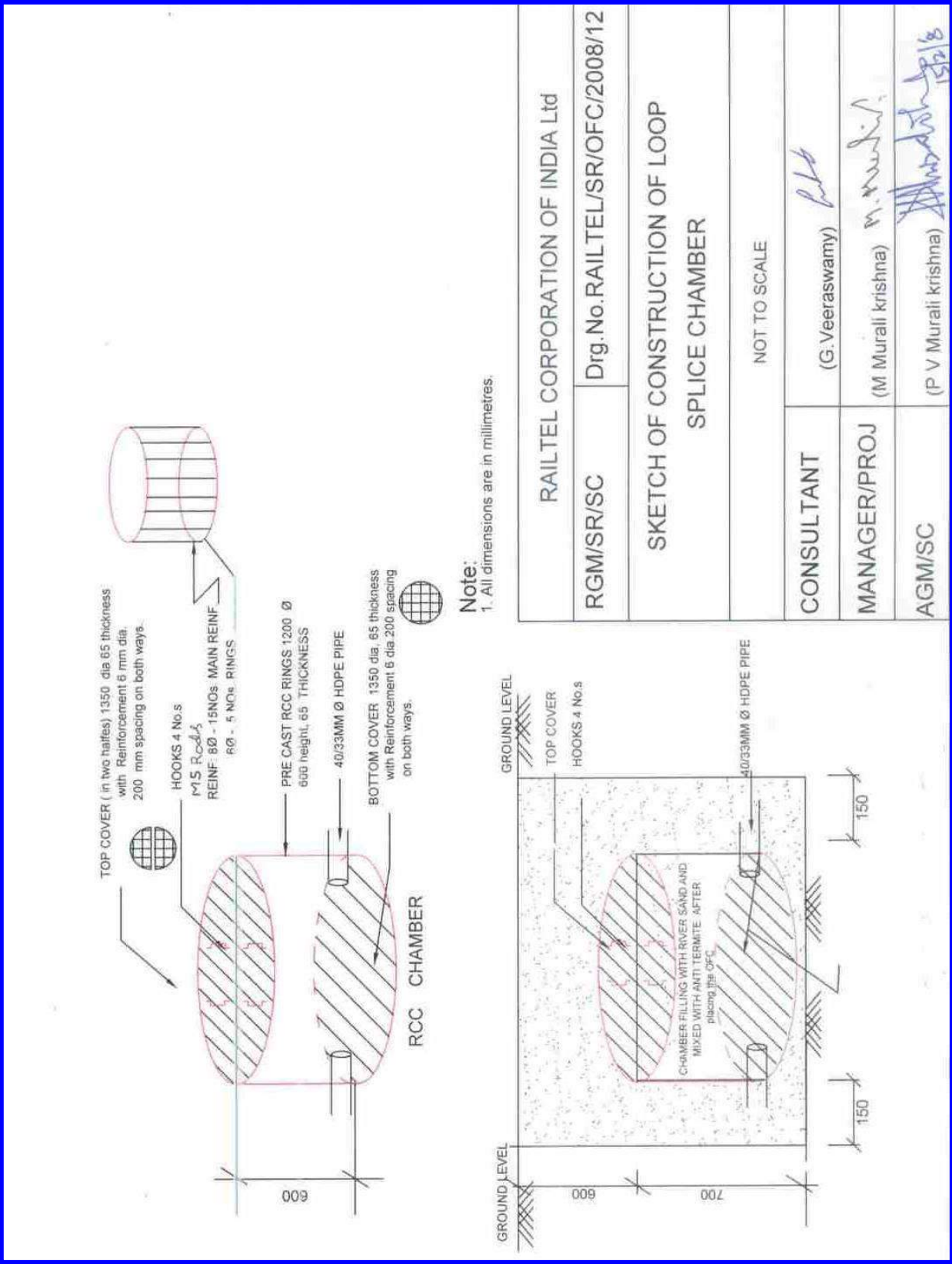


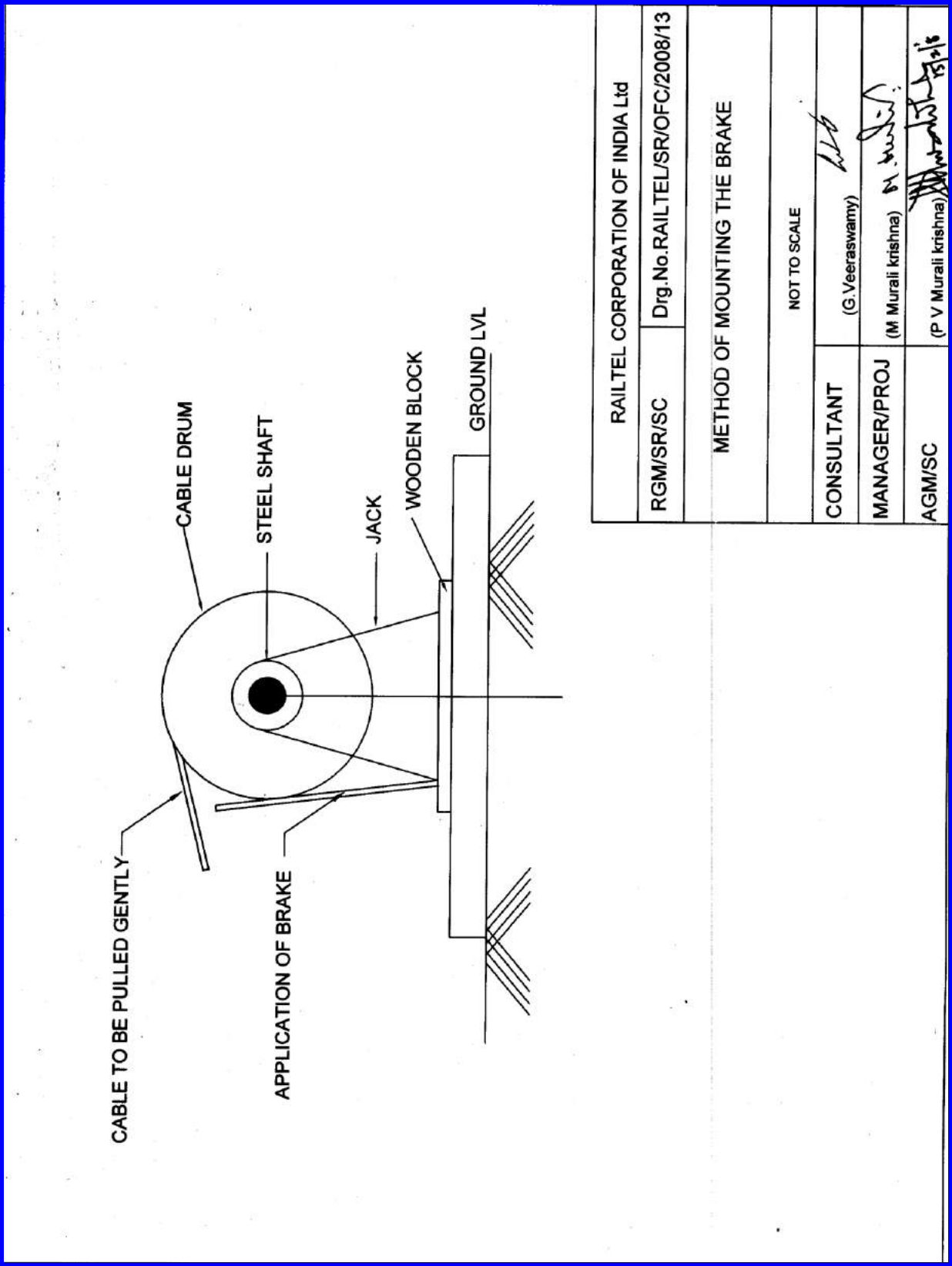












Any other drawings not available in tender document can be obtained from RailTel Engineer-In-Charge.