



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(Ministry of Railways)

TENDER DOCUMENT

FOR

Zonal Contracts for LMC OFC works in
Reach-1 for Twin City of Hyderabad- Secunderbad
&
Reach-2 for Secunderabad Territory excluding Twin City Area of Hyderabad-
Secunderbad for Last mile connectivity

Tenderer can participate in any of the two reaches or all the reaches. Separate EMD will be applicable for each Reach.

TENDER No. RailTel/Tender/LT/SR/HQ/2016-17/15

Date: 23.05.2016

INDEX SHEET

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,
Corp.& Read.Office: 10th Floor. Bank of Baroda Building. 16-Parliament Street. New Delhi-110001.

Kerala Territory Office: 1st floor, Eastern Entry Tower, South Railway Station, Ernakulam. Pin 682016
Phone-0484 2104013. Fax- 0484 2317880

LIMITED TENDER NOTICE

Tender Notice No. RailTel/Tender/LT/SR/HQ/2016-17/15 Dt. 23.05.2016

RailTel Corporation of India Ltd. Southern Region, Secunderabad invites sealed tenders from established contractors with proven experience for the work of **Zonal contract for LMC OFC works in Reach-1 for Twin City of Hyderabad-Secunderabad & Reach-2 for Secunderabad Territory excluding Twin City Area of Hyderabad- Secunderabad for Last mile connectivity**

Reach no	Tender Value	EMD Cost	Tender document Cost	
			Direct Purchase	By post
1	Rs.34,41,190/-	Rs.68,825/-	Rs.5,725/-	Rs.6,300/-
2	Rs. 41,53,090/-	Rs.83,065/-	Rs.5,725/-	Rs.6,300/-

a)	Sale of Tender Documents.	From . 20.05.2016
b)	Closing of sale of Tender Documents	09.06.2016.at 12.30 hrs
c)	Submission of tender documents.	09.06.2016 on or before 15.00 hrs.
d)	Opening of tender documents.	09.06.2016.at 15.30 hrs.
e)	Earnest Money (EMD) per section as specified above will be payable by Bank Draft / F.D.R in favour of RailTel Corporation of India Limited. Secunderabad	
f)	Cost of Tender Document mentioned above for each reach is inclusive of VAT@14.5% .	

Eligibility Criteria Per Reach:

Tenderer must have completed successfully and satisfactorily at least one similar work costing not less than 35 % of the value of the tendered work during the preceding three years (i.e. current financial year and three previous financial years) executed for Govt. /PSUs/ Telecom Service providers.

For detailed qualifying criteria, please refer Para 15 of Section II chapter I of tender document.

Cost of Tender Document shall be paid in the form of Demand Draft drawn in favour of **RailTel Corporation of India Limited, Secunderabad** from any scheduled bank. Tender document can be purchased from the Kerala Territory Office: 1st floor, Eastern Entry Tower, South Railway Station, Ernakulam. Pin 682016 on any working day or can be downloaded from the web site www.railtelindia.com. Documents down loaded from web site shall accompany

the payment for the cost of the document in the form of D.D as mentioned above during the submission of Tender document. Documents received without the cost of tender will summarily be rejected **The tender document should be sealed in a cover duly superscripted tender No., Reach No, and Name of the work** and shall be dropped in the Box kept in the office of Regional Manager, (Southern Region), RailTel, Second floor, B-Block, Rail Nilayam, Secunderabad, as mentioned at clause "c" above. RailTel is not responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. The tender offers are deemed to be valid for acceptance for a period of 90 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

Tender Notice and Tender Document are also available at our website www.railtelindia.com

Note: Any, Corrigendum, if issued, will be uploaded only on RailTel's website www.railtelindia.com

Further information may be obtained from the Office of RGM / Southern Region /RailTel / Secunderabad.

Sd/-

**For Addl.General Manager/Projects(Southern Region)
RailTel Corporation of India Limited, Secunderabad**

OFFER LETTER

To
RailTel Corporation of India Limited,
2nd floor B block, Rail Nilayam,
Secunderabad 500 071

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to the work of **Zonal Contract for OFC work in Secunderabad Territory in Two Reaches - Reach-1 for Twin City Area of Hyderabad-Secunderabad & Reach-2 for Secunderabad Territory excluding Twin City Area of Hyderabad-Secunderabad for Last Mile Connectivity as per the schedule of Requirements** at the rates quoted in the attached schedules and hereby bind myself/ourselves to carry out the work as per the tender terms and conditions after execution of the agreement of the contract. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs. _____ as a Account Payee Demand Draft in favour of **RailTel Corporation India Ltd. No. _____ dt. _____ issued by _____** is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 15 **days** after receipt of orders to that effect.

SIGNATURE OF SUPPLIER (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS :

- 1.
- 2.

PREAMBLE

1. **Name Of The Work:** Zonal Contract for OFC Works in Secunderabad Territory in Two Reaches Reach-1 for Twin City Area of Hyderabad-Secunderabad & Reach-2 for Secunderabad Territory Excluding Twin City Area of Hyderabad-Secunderabad for last mile connectivity of RailTel Corporation of India Limited.
2. **Scope of work:** RailTel/ Southern Region cover all the Southern Indian states (the three Railways ie. South Central Railways, South western Railways and Southern Railways.) Across the states and Railways, various Telcos have their MSCs and BSCs or for other connectivity, OFC cable is to be laid up to the customer premises called Last Mile connectivity (LMC)
3. The entire Southern Region of RailTel has been divided into four territories. They are;
 - i. Secunderabad Territroy
 - ii. Chennai Territory
 - iii. Bangalore Territory
 - iv. Ernakulam Territory
4. Each Territory is divided into Zones. Secunderabad Territroy covered under present tender consists of six Zones and the jurisdiction is given below;
 - a) **For Reach-1:** Jurisdiction of twin-cities area of Hyderabad-Secunderabad is twin city area and also along Railway track area defined by the sections- Lingampalli- Secunderabad, Budvel-Falaknuma-Kacheguda, Kacheguda-Bolarum, Hussain Sagar- Hyderabad, Secunderabad-Ghatkesar and all MMTS route.etc.
 - b) **For Reach 2-** Jurisdiction is of the Secunderabad Territory of RailTel Southern Region over 6-divisions of South Central Railway excluding the area mentioned in (a) above viz., etc.
 - c) **Secunderabad Division-** (Ex.Ghatkesar-Kazipet-Kondapalli, Dornakal-Bhadrachalam-Manugur, Kazipet-Pedapalli-KarimNagar, Peddapalli-Balharsha(ex.) and branch lines thereof, Lingampalli-Wadi, Vikarabad-Parli etc.
 - d) **Hyderabad Division** (Sivungaon- Basar-Nizamabad-Kachiguda-Falaknuma-Mahbobnagar-Kurnool- Dhone), etc.
 - e) **Vijayawada Division-** (Gudur-Vijaywada-Rajahmundry-Anakapalli-Duvvada, Samlakot-Kakinada, Vijayawada- Gudivada-Machhilapatnam-Bhimavaram-Nidadavolu) etc.
 - f) **Guntakal Division** (Wadi-Guntakal-Gooty-Cuddapah-Renigunta-Gudur, Gooty-Anantapur-Dharmavaram, Tirupati-Pakala-Katpadi (ex.)), etc.
 - g) **Guntur Division** (Pagidipalli-Nadikudi-Macherla-Guntur-Nandyal-Tenali), etc.
 - h) **Nanded Division** (Mudkhed-Parbhani-Nanded-Aurangabad-Manmad, Nanded, Parbhani-Parli, Adilabad-Pimpalkutti). etc.
 - i) **Visakhapatnam Division(part)** – Duvvada-Visakhapatnam-Vizianagaram-

Srikakulam etc.

- i. Please Note that Work can be close to Railway alignment or in cities/towns/villages in the above specified areas.

5. In order to Provide Optical Fibre connectivity to different customers of RailTel from nearest RailTel's POP expeditiously, RailTel Southern Region- Secunderabad Territory intends to award Zonal Contract for execution of works **as and when required** in the **Reach-1 & Reach-2**.
6. The approximate quantities of different items of OFC related works which are expected to be executed during currency of the contract is given in SOR. (Section: I).
7. The quantities given in the Schedule of Requirement (SOR) are only indicative one to give an idea to the tenderer of the total volume of work which is expected to be executed **in one year of the contract** in Reach-1 & Reach-2 of Secunderabad Territory. The quantities of SOR will be executed at the rates finalized through this tender from time to time depending on the actual requirements of works in the Zones through separate Sub-Work orders which will be issued by Territory Office. Total quantities during the year may vary as per the clause 32 of the section-III. If sufficient work is not generated and Works Order not issued, Tender will not have any claim for any unexecuted work. Items have been enlisted in SOR to complete last mile, all the items may not be required in one Work Order.
8. Broad responsibility of Tenderer under the scope of work of this tender will be as under.
Supply : Supply of all items conforming to industry standards as per Schedule of Requirements and the technical specifications except;
 - i. OFC
 - ii. HDPE Duct.
 - iii. FDMS
 - iv. Racks
 - v. Power Plant.**Services: (i)** O/H **OFC** laying, Trenching, laying, splicing, termination, testing and commissioning of Optical Fiber Cable for providing Last Mile Connectivity from RailTel POP to different customers of RailTel as per specifications given in Tender document.
(ii) Obtaining **ROW** permission from the local/Govt authorities. (Required ROW charges will be paid at actual by the RailTel). The original Receipt for the full amount of the ROW charges should be submitted to the RailTel. Liaisoning with authorities for laying of Aerial OFC on electrical Poles etc or for UG OFC.
9. **Schedule of Requirements (SOR):** There are **One SORs** (Reach wise). These are **Schedule items** for which tenderer shall quote a percentage (both in figures and in words) in the **Tenderer's Offer** given at the end of SORs.

Tenderers are required to read the following instructions carefully.

- 9.1 Validity of the Zonal Contract shall be 1 (one) year from the date of issue of LOA but

can be extended for further period of three months on the same terms & conditions. This extended period will be used to complete the balance item of work or for work order given in the 11th / 12th month of the contract. The currency of zonal contract can further be extended with approval of Competent Authority.

- 9.2 The work awarded to the Zonal Contractor shall be executed strictly as per technical specification of the tender document.
- 9.3 The rates of SOR should be quoted in percentage (**above/ below/at par**).
- 9.4 Tenderer can quote for any number of Reaches as given in Section-1 i.e. any number of the two SORs, but awarding contract for more than one Reach is the sole discretion of RailTel Corporation of India Ltd.
- 9.5 Tenderer shall submit Tender Document duly filled in accompanied with requisite Earnest Money deposit (EMD) as prescribed in Para-13 of Preamble. The tender document should be sealed in a cover duly superscripted**
- i. Tender No**
 - ii. Tender name**
 - iii. Date of Opening**
 - iv. Reach**
- 9.6 Wherever a work arises in the divisions for which the contract is awarded, the Work order will be issued by the Manager-in-Charge of the work directly to the contractor during currency of the contract. **Each such work order may or may not contain all the items of the SOR**
- 9.7 The time of completion of each work order shall be 15 days or as specified in the relevant work order.
- 9.8 Timely completion of the work is the essence of the contract and paramount importance to RailTel and any extension would be considered only in exceptional circumstances.
- 9.9 In case the contractor fails to execute the work in specified time the penalties will be imposed as per the tender conditions. RailTel reserves the right to terminate the work order after issue of 7 days notice. The security deposit submitted by the contractor will be forfeited if the work order is terminated on contractors account. RailTel may also delete the name of such contractor from the approved list of contractor.
- 9.10 All the tender conditions, mentioned as above, shall supersede any conditions of the main tender document.

9.11 Liquidated damages shall be imposed at the rate of 0.5 % per week or part thereof (rounded off to the nearest whole number) of the total value of the **work order**, subject to a maximum of 10% of the value of the work order.

10. **Last Date of submission of Tender:** The tender bid shall be submitted in a **Sealed Cover**. The tender shall be received up to **15:00 hrs on 09.06.2016** in the office of the

**Regional General Manager/ Southern Region,
2nd Floor, B-Block, Rail Nilayam Complex,
Secunderabad-500 071.**

11. **Date of Opening of Tender:** The tenders shall be opened at **15:30 hrs on 09.06.2016** at the same address as mentioned above.

12. **Address for Communication:** All Correspondences and clarifications must be addressed to the:

**Regional General Manager/ Southern Region,
2nd Floor, B-Block, Rail Nilayam Complex,
Secunderabad-500 071.**

13. **Earnest Money:** Tenderer shall deposit as Earnest Money in a manner prescribed in Clause-10 of Section II for Secunderabad Territory as below;

Reach No	Section	App. Cost of work Rs.	EMD Rs.	Period of Completion
1	Zonal Contract for OFC work in Secunderabad Territory in at Twin City Area of Hyderabad- Secunderabad for Last Mile Connectivity Reach-1	Rs.34,41,190/-	Rs.68,825/-	One year
2	Zonal Contract for OFC work at Secunderabad Territory excluding Twin City Area of Hyderabad- Secunderabad for Last Mile Connectivity - Reach-2	Rs. 41,53,090/-	Rs.83,065/-	One year

(App cost of work is includes all taxes applicable ie. TDS, VAT, ST, WCT etc.)

- Firm registered with NSIC/any other body specified by Ministry of MSME for the service item of this tender exempted from EMD, need not submit EMD amount. However proof of registration with NSIC any other body specified by Ministry of MSME must be submitted along with offer failing which their offer will be rejected.*

14. **Security Deposit:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 15 days, deposit in favor of RailTel Corporation of India Limited, Secunderabad an amount in terms of **clause-14 General Instruction to Tender (Section II)** towards Security Deposit for due fulfilment of contract.

15. PBG :On receipt of Letter of Acceptance of Tender from the RailTel the successful tenderer shall, within a period of 15 days,Deposit in favour of RailTel Corporation of India Limited,Secunderabad an amount in terms of **Clause-15 of Special conditions of Contract(Section II Chapter 2)** towards performance bank guarantee for due fulfilment of contract
16. **Payment terms:** 100% payment and as per the clause 22 of section-III

SECTION-1
(SCHEDULE OF REQUIREMENT)

Reach-1: Secunderabad Zone and Twin city area

Sl. No	Description	Unit s	Qty	Rate (Rs)	Amount (Rs)
1	Drawing of 12F Armoured OFC on the electrical poles using suitable fixtures (as per the type of electrical poles) or through already fixed/laid PVC/GI/HDPE pipe. After completion of drawing of OFC, the OTDR reports for all the 12 fibres and the route diagram should be submitted. In case an fiber break/high loss at the time of drawing, the same shall be rectified by the Agency.	Mtrs	100000	7	700000
2	Drawing of 12F/24F OFC inside the Bldg premises include fixing of GI pipe, flexible pipe and other protections as required with proper clamping. Drawing of OFC through the building duct, false ceiling, false flooring with proper protection.	Mtrs	3000	75	225000
3	U/G OFC work in campus of the customer premises, this include trenching to a depth of 120 cm, Ducting, supply and fixing of GI pipe, flexible pipe and other protections as required with proper clamping.(specifications Attached)	Mtrs	6000	140	840000
5	Splicing and termination of OFC cable				
	(i) 12F OFC	Nos	150	2500.00	375000
	(ii) 24F OFC	Nos	10	5000.00	50000
	(iii)48F OFC	Nos	4	8000	32000
6	Supply and installation of RCC splice chambers of 100 cm diameter, 60 cm depth and 55mm thickness with two halves of RCC top covers. The chamber should be filled with river sand mixed with anti-termite powder.	Nos	15	5000.00	75000
7	Road crossing/ Track crossing by				
	(a) Open trenching	Mtrs	130	400	52000
	(b) HDD include GI pipe	Mtrs	200	450	90000
8	Releasing of aerial OFC, neatly making coils and transporting it to RailTel stores/POP of the location	Mtrs	30000	4.00	120000
9	Supply and fixing of B-Class GI Pipe50 mm diameter	Mtrs	70	366.00	25620

10	Installation of battery bank, battery charger and wiring of power supply with necessary accessories. This include transportation of said material from the RailTel stores/location of that particular location	No	30	3000.00	90000
11	Installation of Rack, FDMS. This include transportation of said material from the RailTel stores/location of that particular location	LS	30	2000.00	60000
12	Blowing/Pulling of 12F/24F				
	(a) Through the existing empty Duct/GI pipe . Duct/GI pipe is buried in the ground.	Mtrs	10000	7.00	70000
	(b) Through the existing the Duct/GI pipe and OFC is present in the Duct/GI pipe. The existing OFC has to be pulled out and the new OFC has to be blown/Pulled. The Duct/GI pipe is buried in the ground.	Mtrs	10000	11.00	110000
13	Laying of HDPE Duct in Already openTrench/Channel	Mtrs	10000	7.00	70000
14	CC/BT road restoration (150mm thickness and 300 mm width) This includes Cutting of Surface also	Mtrs	1000	148.00	148000
15	Supply and installation of RCC route markers and concreting of the same as per the specification enclosed	nos	80	308.00	24640
16	Concreting-Concreting For protection of OFC cable	Cum	10	3292	32920
17	Hard Rock –Cutting hard rock for 0.3 mtr depth of trench	Mtrs	500	221	110500
18	Sand filling-Providing dry sand in RCC joint chamber up to 400mm height	Mtrs	15	600	9000
19	Repair of Terminal OFC joint-Repair of existing OFC Terminal Joint(24 Fiber).This includes Splicing of all 24 Fiber./dropping of fiber/pigtail as required	No	05	3720	18600
20	OFC Joint enclosure-Supply & Provision OFC Joint closure including Splicing (24 Fiber).The joint Enclosures shall be TVSE,Raychem model FOSC,ROXTEC,3-M Make	No	05	10302	51510
21	OFC Joint Enclosure –Rectification & re-splicing of existing mid section OFC joints.This includes supply and provision of joint repair kit & sleeves	No	05	6480	32400
22	DWC pipe-supply of DWC pipe 78/63 mm OD/ID as per IS 14930 Part II in 30 Mtrs lengthwith with 2 snap fit couplers for jointing Each 30mt coil length	Mtrs	100	90	9000

23	Transportation of Cable / HDPE Duct- Transportation of OFC cable /HDPE duct drum/KM	No/K M	20	1000	20000
	Total				3441190
	Contractor's quoted percentage (in figures) Below/At Par/Above				
	Contractor's quoted percentage (in words) Below/At Par/Above				
	Amount in words after contractor's Percentage :				

- a. Rate quoted should be inclusive of all taxes. However contractor will furnish the breakup of taxes.
- b. Any discrepancy between figures and words, amount in words shall be deemed final.
- c. ROW charges shall be paid by RailTel for the outside campus OFC work after producing estimation letter by the contractor from concerned ROW agency in the area.

Signature of Tenderer with Seal

**SECTION-1
(SCHEDULE OF REQUIREMENT)**

Reach-2: Secunderabad Zone and Excluding Twin city area

Sl. No	Description	Unit s	Qty	Rate (Rs)	Amount (Rs)
1	Drawing of 12F Armoured OFC on the electrical poles using suitable fixtures (as per the type of electrical poles) or through already fixed/laid PVC/GI/HDPE pipe. After completion of drawing of OFC, the OTDR reports for all the 12 fibres and the route diagram should be submitted. In case an fiber break/high loss at the time of drawing, the same shall be rectified by the Agency.	Mtrs	250000	7	1750000
2	Drawing of 12F/24F OFC inside the Bldg premises include fixing of GI pipe, flexible pipe and other protections as required with proper clamping. Drawing of OFC through the building duct, false ceiling, false flooring with proper protection.	Mtrs	3000	75	225000
3	U/G OFC work in campus of the customer premises, this include trenching to a depth of 120 cm, Ducting, supply and fixing of GI pipe, flexible pipe and other protections as required with proper clamping.(specifications Attached)	Mtrs	10000	140	1400000
5	Splicing and termination of OFC cable				
	(i) 12F OFC	Nos	300	2500.00	750000
	(ii) 24F OFC	Nos	10	5000.00	50000
	(iii)48F OFC	Nos	4	8000	32000
6	Supply and installation of RCC splice chambers of 100 cm diameter, 60 cm depth and 55mm thickness with two halves of RCC top covers. The chamber should be filled with river sand mixed with anti-termite powder.	Nos	20	5000.00	100000
7	Road crossing/ Track crossing by				
	(a) Open trenching	Mtrs	130	400	52000
	(b) HDD include GI pipe	Mtrs	100	450	45000
8	Releasing of aerial OFC, neatly making coils and transporting it to RailTel stores/POP of the location	Mtrs	30000	4.00	120000
9	Supply and fixing of B-Class GI Pipe50 mm diameter	Mtrs	100	366.00	36600

10	Installation of battery bank, battery charger and wiring of power supply with necessary accessories. This include transportation of said material from the RailTel stores/location of that particular location	No	30	3000.00	90000
11	Installation of Rack, FDMS. This include transportation of said material from the RailTel stores/location of that particular location	LS	30	2000.00	60000
12	Blowing/Pulling of 12F/24F				
	(a) Through the existing empty Duct/GI pipe. Duct/GI pipe is buried in the ground.	Mtrs	10000	7.00	70000
	(b) Through the existing the Duct/GI pipe and OFC is present in the Duct/GI pipe. The existing OFC has to be pulled out and the new OFC has to be blown/Pulled. The Duct/GI pipe is buried in the ground.	Mtrs	10000	11.00	110000
13	Laying of HDPE Duct in Already open Trench/Channel	Mtrs	10000	7.00	70000
14	CC/BT road restoration (150mm thickness and 300 mm width) This includes Cutting of Surface also	Mtrs	2000	158.00	316000
15	Supply and installation of RCC route markers and concreting of the same as per the specification enclosed	nos	75	308.00	23100
16	Concreting-Concreting For protection of OFC cable	Cu m	15	3292	49380
17	Hard Rock –Cutting hard rock for 0.3 mtr depth of trench	Mtrs	500	221	110500
18	Sand filling-Providing dry sand in RCC joint chamber up to 400mm height	Mtrs	20	600	12000
19	Repair of Terminal OFC joint-Repair of existing OFC Terminal Joint(24 Fiber).This includes Splicing of all 24 Fiber./dropping of fiber/pigtail as required	No	05	3720	18600
20	OFC Joint enclosure-Supply & Provision OFC Joint closure including Splicing (24 Fiber).The joint Enclosures shall be TVSE, Raychem model FOSC, ROXTEC, 3-M Make	No	05	10302	51510
21	OFC Joint Enclosure –Rectification & re-splicing of existing mid section OFC	No	05	6480	32400

	joints.This includes supply and provision of joint repair kit & sleeves				
22	DWC pipe-supply of DWC pipe 78/63 mm OD/ID as per IS 14930 Part II in 30 Mtrs lengthwith with 2 snap fit couplers for jointing Each 30mt coil length	Mtrs	100	90	9000
23	Transportation of Cable / HDPE Duct-Transportation of OFC cable /HDPE duct drum/KM	No/ KM	20	1000	20000
	Total				4153090
	Contractor's quoted percentage (in figures) Below/At Par/Above				
	Contractor's quoted percentage (in words) Below/At Par/Above				
	Amount in words after contractor's Percentage :				

- a. Rate quoted should be inclusive of all taxes. However contractor will furnish the breakup of taxes.
- b. Any discrepancy between figures and words, amount in words shall be deemed final.
- c. ROW charges shall be paid by RailTel for the outside campus OFC work after producing estimation letter by the contractor from concerned ROW agency in the area.

Signature of Tenderer with Seal

Section II

General Instructions to Tenderers

1. **Submission of Tenders:** The tenders shall be submitted as per the format of RAILTEL enclosed herewith before or on 09.06.2016 up to 15:00 hrs in the Office of **“The Executive Director (Southern Region)”**, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam Complex, Secunderabad-500 071.

2. The tender shall be addressed to: The Executive Director (SOUTHERN REGION) INVITING TENDERS AS INDICATED IN THE TENDER NOTICE. The cover should superscript the following details

- i. **Tender No**
- ii. **Tender name**
- iii. **Date of Opening**
- iv. **Reach**

3. Tenders submitted by post shall be sent as “REGISTERED POST ACK DUE” and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex/fax shall not be considered. Tenders shall be opened at the date and time as specified in the Preamble of tender document in the presence of such of those tenderers or their authorised representatives who may be present at the Office of **“The Executive Director (Southern Region), RAILTEL CORPORATION OF INDIA LIMITED, 2nd Floor, B-Block, Rail Nilayam Complex, Secunderabad-500 071.**

4. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, Scope of Work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.

5. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.

6. Tenderer must fill up the respective SOR for which he want to quote and furnish all the required information as per the instructions given in various sections of the specifications. Each and every page of the tender document must be SIGNED, STAMPED & SUBMITTED ALONGWITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself.

7. All entries in the tender shall written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

- 8. Deleted
- 9. Deleted

10. Earnest Money deposit:

The tenderer shall furnish requisite EMD in prescribed form in favour of RailTel Corporation of India Limited, payable at Secunderabad.

The tenderer shall hold the offer open till such date as specified in Clause 12 of this Section. It being understood that the tender documents have been 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 resile 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 Railtel.

The Earnest Money receipt shall be incorporated in the original copy of the tender document.

- a. The Earnest Money should be a:
 - i. Demand Drafts of any of the Nationalized Bank. No confirmatory advice from the Reserve Bank of India will be necessary.
 - ii. Demand Drafts should be drawn in favour of the RailTel Corporation of India Limited, Secunderabad and endorsed "Account Payee".
 - iii. These instruments should be valid at least for the period covering thirty days beyond the validity of the offer.

*Firms registered with NSIC/ any other body specified by Ministry of MSME for the SOR of this tender exempted from EMD, need not submit EMD amount. However, Proof of registration with NSIC/any other body specified by Ministry of MSME must be submitted along with offer falling which their offer will be rejected

- b. The bid guarantee / earnest money may be forfeited:
 - i. If a tenderer withdraws its tender during the period of tenders validity specified in clause 12 of section II
 - ii. In the case of successful tenderer, if the tenderer fails to:
 - a) Sign the contract in accordance with clause 13 of section II
 - b) To furnish performance guarantee in accordance with clause 14 of section II.
- c. The earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- d. If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required and formal contract duly signed is received by the purchaser.

11. Authorizations and Attestation

Tenders shall be signed by the person duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

12. Validity of Offer:

The offer shall be kept open for acceptance for a minimum period of **90** days from the date of opening of tenders. In case RAILTEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the tenderers.

13. Execution of the Contract:

The successful tenderers responsibility under this contract commences from the date of issue of the LOI/ LOA by RAILTEL. The successful tenderer shall be required to execute an agreement in the prescribed proforma enclosed herewith with the RAILTEL within Fifteen (15) days after the acceptance of this tender and by depositing an amount equal to 10% of the contract value as security deposit as per the clause 14 of section II.

14. Security Deposit:

a. After issue of the Letter of Acceptance of Tender by the RailTel. The successful Tenderer shall within a period of 15 days deposit with the RailTel an amount equal to 5% of the contract value rounded off to the nearest whole number in terms of thousands of rupees towards payment of performance guarantee in the form of DD/ Performance Bank Guarantee for due fulfillment of the contract.

b. The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Performance Guarantee and the additional amount shall be paid in any one of the following forms:

- i. Bank draft
- ii. Irrevocable Bank Guarantee issued by SBI or Nationalized Banks or scheduled commercial bank confirmed by SBI / Nationalized Bank acceptable to purchaser.
- iii. 10% of each running account bill till 5% SD amount recovered.

c. The Instruments for security deposit should be valid for four months beyond the validity of this contract agreement OR Three months after the completion of the last work order, whichever is later. On expiry of the this period the Security Deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

d. If the value of the work done at any time exceeds the accepted agreement value by 25%, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

e. Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and cancellation of the award of work.

f. RAILTEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. RAILTEL reserves the right to set off the Security Deposit, against any claims of any other contracts with RAILTEL.

g. **RETURN OF SECURITY DEPOSIT:** If the Contractor fully performs and completes the work in all respects to the entire satisfaction of RAILTEL and presents an absolute "No Claim Certificate" and returns properties belonging to RAILTEL taken, borrowed or hired by him for carrying out the said works, and has completed FOUR MONTHS beyond currency of contract

as certified by the authorized representative of RAILTEL, the total amount of Security Deposit will be released to the Contractor after deducting all costs, expenses and other amounts that are to be paid to RAILTEL under this or other contracts entered into with the Contractor.

15. No interest shall be payable by RAILTEL on Earnest Money Deposit, Security Deposit or on any moneys due to the Contractor.

15. CONTRACT PERFORMANCE GUARANTEE (PBG)

- a) On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value**.
- b) The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15(fifteen) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the warranty period (clause no 22)
- c) Performance Guarantee shall be released after satisfactory completion of the warranty period and on issue of Final acceptance certificate.
- d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- e) The balance work shall be got done independently by RailTel.
- f) 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.

16. Rejection of tender and other conditions:

16.1 The acceptance of Tender will rest with RAILTEL which does not bind itself to accept the lowest tender or any tender.

16.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

16.3 If the tenderer expires after the submission of his tender or after the acceptance of his tender, RAILTEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, RAILTEL may cancel such tender at its discretion unless the firm retains its character.

16.4 RAILTEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. RAILTEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor concerned.

16.5 If the tenderer deliberately gives wrong information in his tender, RAILTEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.

16.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

16.7 Should a tenderer or Contractor or in the case of a firm or Company of Contractors / one or more of its Partners / Share holders / Directors have a relation or relations employed in RAILTEL, the authority inviting the tender shall be informed to the fact along with the offer, failing this RAILTEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

17 NO DEVIATIONS TO THE TENDER CONDITIONS SHALL BE ACCEPTED WHATSOEVER.

18 The proposed Work shall be planned in such a way to avoid inconvenience to the normal working of trains in the section/ to the general public on the road/ general vehicular traffic. Proper measure shall be taken to ensure safety of the workers.

19 All completion drawings, as built Drawings shall be submitted by the Contractor on completion of works along with the Bill.

Section III (General Terms and Conditions)

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

RAILTEL shall mean Office of Executive Director (Southern Region) of RAILTEL CORPORATION OF INDIA LIMITED, (a Company with its Corporate Office at Plot No 143, Industrial Area, Opp Gold Suke Mall, Sector-44, Gurgaon- 122003) having its office at 2nd Floor, B-Block, Rail Nilayam Complex, Secunderabad-500 071. or its authorized Officers or other Employees authorized to deal with any matters with which these persons are concerned, on its behalf.

1.0 'EXECUTIVE DIRECTOR' shall mean the Officer in Administrative In-charge of the contracting unit of RAILTEL.

2.0 'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per the specifications of this tender.

3.0 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with RAILTEL and shall include their executors, administrators, successors and permitted assigns.

4.0 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of contract, instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent / Work Order / Acceptance letter issued by RAILTEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by RAILTEL in the Letter of Intent / Work Order and incorporated in the Agreement.

5.0 'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.

6.0 'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer.

7.0 'TENDER DOCUMENTS' shall mean the General Conditions of Contract and Tender Specifications .

8.0 'LETTER OF INTENT / WORK ORDER' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

9.0 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent / Work Order. The time allowed for completion of the work will be 60 days including Sundays & holidays from the date of issue of Letter of Intent / Work Order.

10.0 'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

11.0 'EQUIPMENT' shall mean all equipment, machinery's, materials, structures, electrical and other components of the plant covered by the Contract.

12.0 'TEST' shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by RAILTEL in order to ascertain the Quality, Workmanship, Performance and Efficiency of the contracted work or part thereof.

'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by RAILTEL.

13.0 'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, and storing.

14.0 'SINGULAR' and 'PLURAL' ETC. words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.

15.0 'HEADINGS' the heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

16.0 'MONTH' shall mean any consecutive period of 30 days.

17.0 'WRITING' shall include any manuscript, type written or printed statement under the signature or seal as the case may be. "The authorized representative of RAILTEL" shall mean the representative duly authorized by RailTel and can be the architect, or an official appointed by RailTel.

18.0 Law governing the contract and court jurisdiction:

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi / Secunderabad having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

19.0 Issue of Notice:

The Contractor shall furnish to the RAILTEL, the Name, Designation and Address of his authorized agent and all complaints, notices, communication and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the Contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

20.0 Use of Land:

No land belonging to RAILTEL or its customers under temporary possession of RAILTEL shall be occupied by the Contractor without the written permission of RAILTEL. Whenever such land is occupied by the Contractor for execution of works on permission of RAILTEL, the same shall be vacated by the Contractor within 2 days of instructions from RAILTEL and no request for extension shall be entertained by RAILTEL.

21.0 Commencement and Completion of Work:

The Contractor shall executed an agreement as per para 13 of Section II.

- 21.1 Work order will be issued as per the para 9.1 of Preamble. Work should be completed within 15 days from the data of issue of work order.
- 21.2 If the successful tenderer fails to commence the work within the stipulated time, RAILTEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and / or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of RAILTEL's other rights and remedies in this regard.
- 21.3 All the works shall be carried out under the direction and to the satisfaction of authorized representative of RAILTEL. The transported equipment erected / constructed plant or

work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.

- 21.4 On the completion of work, authorized representative of RAILTEL shall issue a Completion/Acceptance Certificate for successful completion of work to his satisfaction jointly with the contractor.
- 21.5 The period of warranty will be for three (3) months and will start from the date of issue of completion/acceptance Certificate.
- 21.6 During warranty period, any defects due to poor workmanship or due to the poor material supplied by the contractor have to be rectified by the contractor at his own cost.

22. Measurement of work and Mode of payment:

All payments due to the Contractor shall be made through NEFT/RTGS.

- 22.1 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.
- 22.2 100% payment will be paid for the work executed for each item of Schedule shall be made after successful completion, joint measurement and testing to the satisfaction of Engineer and issue of completion/acceptance certificate by the Engineer-in-charge.
- 22.3 Release of Performance Bank Guarantee shall be made after three (3) months of the expiry of the Contract or execution & completion of the last work order, whichever is later and after adjustment of any dues payable by the contractor.
- 22.4 All recoveries due from the Contractor shall be affected in full from corresponding bills on hand unless specific approval from Competent Authority is obtained to the contrary.
- 22.5 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of RAILTEL under this contract. The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used / used in the work. The Contractor shall, without extra cost to RAILTEL, provide all the assistance with appliances and other things necessary for measurement.
- 22.6 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be born by the Contractor only.
- 22.7 Passing of bills covered by such measurements does not amount to acceptance of RAILTEL of the completion of the work measured. Any left out work has to be completed by the contractor, as directed.
- 22.8 All measurement, method of measurement, meaning an intent of specifications and interpretation of Special Conditions of Contract, given and made by the authorized representative of RailTel shall be final and binding.
- 22.9 Subject to any deductions or recovery which the RailTel may be entitled to make under contract, the Contractor will be entitled to be paid First and final payment for the quantities executed in the work order issued by the Manager-in-charge.

23.0 Rights of RailTel:

23.1 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through the contractor of the adjacent section and / or by the departmental labour to suit RAILTEL's requirements or in case RAILTEL decides to advance the compensation due to other emergent reasons.

23.2 To terminate the contract after due notice and forfeit the Security Deposit and get the balance work done through other agencies in addition to liquidated damages in the event of:

- a) Contractor's continued poor progress.
- b) Withdrawal from or abandonment of the work before completion of the work.
- c) Corrupt act of the Contractor
- d) Insolvency of the Contractor
- e) Persistent disregard of the instructions of RAILTEL.
- f) Non-fulfillment of any contractual obligations.

23.3 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

23.4 To determine the Contract or to restrict the quantum of work and pay for the portion of work done as per the satisfaction of RAILTEL.

23.5 To affect recoveries from any amounts due to the Contractor under this or any other contract or in any other form the moneys which RAILTEL is forced to pay to anybody due to Contractor's failure to fulfil any of his obligations.

23.6 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specifications are based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision in any manner whatsoever.

23.7 While every endeavour will be made by RAILTEL to this end, RAILTEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation / extra payment on this account.

In the event of any dispute of technical nature, the decision of RAILTEL shall be final and binding to the Contractor.

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

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

24.1 The tenderer must be registered in relevant states for the payment of Works Contract Tax OR tenderer must register for the same and produce the same along with the bills for payment.

24.2 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

24.3 The Contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.

24.4 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as The Payment of Wages Act, The Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employee's Provident Fund Act, Employee's State Insurance Scheme, The Contract Labour (Regulations and Abolitions Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction

at site. The Contractor shall give to the local Governing Body, Police and other concerned authorities all such notice as may be required under law.

24.5 The Contractor will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form V) issued by the principal employer / customer, if such license is required under the law.

24.6 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case, RAILTEL is forced to make any such payment, RAILTEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.

24.7 The Contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.

24.8 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

24.9 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

24.10 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the Contractor to make good the losses and compensate them.

24.11 All the properties/equipment/components of RAILTEL loaned with or without deposit, to the Contractor shall remain the properties of RAILTEL. The Contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment / component shall be taken to be in good condition unless notified to the contrary by the Contractor within 48 hours. The Contractor shall return them in good condition as and when required by RAILTEL. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Contractor.

24.12 It shall not be obligatory on the part of RAILTEL to supply any tools and tackles or materials other than those specifically agreed to be given by RAILTEL.

24.13 The Contractor shall fully indemnify and keep indemnified RAILTEL against all claims of whatever nature arising during the course of execution of this contract.

24.14 In case the Contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

24.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Contractor, will have to be compensated by the Contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to RAILTEL.

24.16 The Contractor will be directly responsible for payment of wages to his workmen. A payroll sheet giving details of all payments made to the workmen duly signed by the Contractor's representative should be furnished to RAILTEL, if called for.

24.17 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

24.18 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

24.19 No idle labour charges will be admissible in the event of any stoppage of work resulting in the Contractor's workmen being rendered idle due to any reason at any time.

24.20 The Contractor shall take all reasonable care to protect the materials and the work till such time it has been taken over by RAILTEL.

24.21 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work other than under force majeure conditions shall be treated as breach of work of contract and dealt with accordingly.

24.22 The Contractor shall keep the area of work clean and shall remove the debris etc. outside of RailTel's premises, while executing day-to-day work. Upon completion of work, the Contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The Contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the RAILTEL and the expenses recovered from the Contractor.

24.23 The Contractor shall execute the work in the most substantial and workmen like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The Contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.

24.24 The Contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the Contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

25.0 Responsibility of contractor in respect of safety of men, equipment, material and environment:

All safety rules and codes applied by RAILTEL at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / material and work to be performed by him.

25.1 Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of Clerical Staff, watch and ward, Storekeepers to take care of equipment, material, construction tools and tackles shall be posted at site by the Contractor till the completion of work under this contract. The Contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

25.2 The Contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary:

Safety Helmets conforming to IS – 2925. Safety Belts conforming to IS – 3521. Safety Shoes conforming to IS – 1989. Eye & Face Protection devices conforming to IS – 8520 & IS – 8940. Hand & Body Protection devices conforming to IS – 2573, IS – 6994, IS – 8807 & IS 8519.

25.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the Contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized RAILTEL official who shall have the right to ban the use of any item.

25.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the Contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by

Contractor shall have safe plugging system to source of Power and be appropriately earthed. Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum and Carbide of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized RAILTEL official at the site shall also be taken by the Contractor in all such matters.

25.5 The Contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

25.6 In case of a fatal or disabling injury/accident to any person at construction sites due to lapses by the Contractor, the victim and/or his/her dependants shall be compensated by the Contractor as per statutory requirements. However, if considered necessary, RAILTEL shall have the right to impose appropriate financial penalty on the Contractor and recover the same from payments due to the Contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by RAILTEL giving opportunity to the Contractor to present his case.

25.7 In case of any damage to property due to lapses by the Contractor, RAILTEL shall have the right to recover the cost of such damages from the payments due to the Contractor after holding an appropriate enquiry.

25.8 In case of any delay in the completion of a jobs due to mishaps attributable to lapses by the Contractor, RAILTEL shall have the right to recover cost of such delay from the payments due to the Contractor, after notifying the Contractor suitably and giving him opportunity to present his case.

25.9 If the Contractor fails to improve the standards of safety in its operation to the satisfaction of RAILTEL, after being given reasonable opportunity to do so and / or if the Contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised RAILTEL official, RAILTEL shall have the right to take the corrective steps at the risk and cost of the Contractor after giving a notice of not less than seven days indicating the steps that would be taken by RAILTEL.

25.10 The Contractor shall submit report of all accidents, fires, Property damage and dangerous occurrences to the authorised RAILTEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by RAILTEL. In addition, periodic reports on safety shall also be submitted by Contractor to the authorised RAILTEL official from time to time as prescribed.

25.11 During the course of construction, alteration or repair scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stair in and around site. Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

25.12 Deleted.

25.13 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to RAILTEL's satisfaction, RAILTEL shall have option to provide the same and recover the cost

plus incidentals from Contractor's bills and / or impose penalty as deemed fit by the authorised representative of RAILTEL.

26.0 Deleted.

27.0 Insurance:

27.1 Contractor shall arrange for insuring all the materials covering the risks during transit, storage, erection and commissioning. It shall be the sole responsibility of the Contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of RAILTEL/its Client in the Project Area which is in force from time to time will be followed by the Contractor.

If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the Contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

The Contractor will take necessary precautions and due to protect the material, while in his custody from any damage/loss till the same is taken over by RAILTEL or customer. For lodging/processing of insurance claim the Contractor will submit necessary documents. RAILTEL will reserve the right to recover the loss from the Contractor, in case the damage/loss is due to carelessness/negligence on the part of the Contractor. In case of any theft of material under Contractor's custody, matter shall be reported to police by the Contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to RAILTEL for taking up with insurance.

28.Strikes and lockouts: The Contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of Contractor's workmen resorting to strike or the Contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, RAILTEL shall have the right to get the work executed by employing its own men or through other agencies or both. The cost incurred by RAILTEL in this regard shall be recovered from the Contractor. For any purpose whatsoever, the employees of the Contractor shall not be deemed to be in the employment of RAILTEL.

29.0 Force Majeure:

The following shall amount to force majeure conditions. Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the Contractor has not control.

29.1 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the Contractor immediately reports to RAILTEL in writing the cause for the delay but the Contractor shall not be eligible for any compensation on this account.

30.0 Guarantee:

Even though the work will be carried out under the supervision of the authorized representative of RAILTEL, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of one year from the date of completion of work as certified by the authorized representative of RAILTEL and shall rectify free of cost to RAILTEL

all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the Contractor failing to repair the defective works within the time specified by the authorized representative of RAILTEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the Contractor or by other legal means.

31.0 Arbitration:

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the Executive Director (Southern Region) or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the Executive Director (Southern Region) or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his Official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Executive Director (Southern Region) or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the Arbitration shall be Delhi only.

31.1 The Tenderers has to enter in the register all the material / tools and plants brought to the site for working in the premises available with the Security Staff / Site Incharge / Site Register.

31.2 The Tenderers should get all the materials inspected and approved from the authorized representative of RAILTEL before use. In case of non-approval, if authorized representative of RAILTEL wish to check the material, cost of breakages and redoing the same Work will be the sole responsibility of the Contractor own.

31.3 The rates should be quoted in the same units as mentioned in the tender schedule. The Bill of Quantities enclosed are very indicative and can vary as per the Site conditions, requirements of RAILTEL or Design of authorized representative of RAILTEL and the rates quoted shall not be subject to revision.

31.4 The rates quoted in the tender shall include all charges of material, labour, lifts, scaffoldings, any tools & plants, freight, labour conditions, fluctuations in the rates, Sales tax, excise duty, shift working, Octroi & other taxes and shall be firm for the duration of the contract and any extended period of the contract. No escalation in the rates shall be allowed under any circumstances even in case of extension of time period.

31.5 The successful Tenderer is bound to carry out all the items of work necessary for the completion of the job even though the same may not have been included in the schedule of quantities.

32. QUANTUM OF WORK AND VARIATION IN QUANTITIES

32.1 The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. Work order will be generated as per

requirement from time during currency of the zonal contract. However if sufficient work is not generated during currency of the zonal contract, the tender will not have any claim for unexecuted work. No claim will be entertained for any unexecuted work

32.2 The quantities quoted in the Schedule are not firm and may be varied during currency of the Contract. The value of contract may be varied by +25%.

33. All the work executed should be got approved by the authorized representative of RAILTEL and in case of any bad workmanship pointed out shall be either rectified or be taken away from the site if it is not rectifiable and shall be replaced without any extra cost by the Tenderer.

34. All Government taxes, levies etc. like Works Contract – Sales Tax, TDS shall be deducted from all the running bills of the Contractors.

35. All the works executed or under execution finished or semi-finished including all materials lying at site shall become the property of RAILTEL immediately on receipt of bills of the Contractors for the same.

36. The procurement of Cement, Steel, as required for completion of work shall be the responsibility of the Contractor. All Fittings / Fixtures, Materials shall confirm to the relevant ISI specifications and approval of Authorised representative of RAILTEL.

Section IV (Special Conditions of Contract)

1. The Tenderer should study all the Tender documents carefully and understand the conditions, drawing, specifications, design etc. before quoting. In case of non- availability of any information or documents in the Tender Document or if there are any doubts, the Contractor shall obtain clarification from authorized representative of RAILTEL in writing before submission of Tender and authorized representative of RAILTEL shall not be responsible for the same in any manner whatsoever after the submission.
2. The Tenderer shall take work permit from the concerned authorities, if required, before starting the Work.
3. The Tenderer has to obtain the required security permissions from the concerned authority if applicable prior to the commencement of the Work and should furnish the list of workers/staff for issue of temporary passes, if required.
4. All entries in the Tender document should be in ink/typed. Corrections, if any should be attested by full signature of the Tenderer.
5. The Tenderer or his authorized representative shall sign every page of the Tender documents. (Power of Attorney to be submitted) All erasures and alterations made while filling the tender must be attested by initials of Tenderers. Over writing of figures is not permitted.
7. No page of this Tender shall be removed and the set must be submitted as it is. EACH PAGE OF THE TENDER FORM IS TO BE SIGNED ALONG WITH THE STAMP OF THE COMPANY/FIRM.
8. RAILTEL do not bind them to accept the lowest Tender and reserves the right to reject any or all the Tenders.
9. Joint Tenders shall not be accepted / considered.
10. The Tenderers shall remove all debris/wastes etc. wash and clean the floors and hand over the site quite clean on completion of the work.
11. Deleted.

12. Penalty for delay in completion:

12.1. If the contractor fails to execute and complete the work within the time specified in the Agreement/ Work Order 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 work order for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract, for the reasons beyond his control.

12.2. The total value of penalty on account of above shall be restricted to maximum of 10% (Ten percent) of the total work order value.

12.3. Such reduction shall be accepted by the RailTel 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 is specified in the contract. The RailTel'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 Railtel's intention to recover the said penalty.

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

13. Adherence of time schedule

13.1. Timely completion of the work is the essence of the contract. Delay in execution will attract penalty.

13.2. If any delay has arisen from any cause which the RAILTEL may agree as being a reasonable ground for extension of time, the authorized representative of RAILTEL 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 or without liquidated damages.

14. The work as detailed in this Tender shall be executed and completed in all respects in accordance with the Tender document, instruction to Tenderers, Bill of Quantities, Conditions of the Contract, technical specification, schedules and Drawings to the satisfaction of authorized representative of RAILTEL.

15. Warranty and Maintenance

The section is to be maintained until work completion/Acceptance certificate is issued by the Authorised RailTel representative. The following things must be covered in the warranty, for a period of three (3) months from the date of issue of Completion/Acceptance certificate.

15.1. Any defect arising out of bad workman ship/ poor material quality must be rectified at contractor's cost

15.2. Manufacturing defects as may be detected during this period must be repaired or replaced as the case may be at contractor's cost.

15.3. Any defective material that may be noticed must be replaced at contractor's cost.

15.4. For this defective, work must be completed within 72 hours from the time it is notified. In case the same is not complied with requisite penalty will be imposed and amount recovered from your security deposit. The penalty will be the actual cost of the defect rectification by the third party plus 13% extra as RailTel's supervision charges.

SECTION-V

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

1	Drawing of 12F Armoured OFC on the electrical poles using suitable fixtures (as per the type of electrical poles) or through already fixed/laid PVC/GI/HDPE pipe. After completion of drawing of OFC, the OTDR reports for all the 12 fibres and the route diagram should be submitted. In case an fiber break/high loss at the time of drawing, the same shall be rectified by the Agency.
2	Trenching & Ducting at a depth of 1.2 Mts and laying of 1 No. (one number) HDPE duct.
a)	Backfilling of trenches and compacting the trenches as specified.
c)	Pit Excavation for Erection of Manholes /Pull Through/Splice chamber/ Earthing pits/Route Markers/Chamber markers.
d)	Trenching in swampy soils and water logged areas. This includes dewatering, shoaring of trenches and mud pumping manually or mechanically wherever required.
f)	Hard/ Soft Rock breaking and Asphalt/Concrete surface Removal wherever required.
g)	Supply and installation of RCC Splice/Pull through chambers at every 500 Mtr. Note: Cost also includes sand filling, Anti termite methods in Splice /Pull through chambers,
h)	Supply & Erection of RCC Route markers at every 75 Mtr in the campus, 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 120 mm DWC also.
j)	Road crossing by Horizontal thrust boring/Horizontal Directional drilling in campus only.
k)	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 down graded metal Note: Cost includes supply and laying of 120mm DWC pipe, Re-enforcement steel and concrete also includes the cutting and bending of reinforcement steel.
l)	The cost for ROW permission for outside campus works shall be paid by the RailTel after estimate letter submitted by the contractor. However liaison for ROW Permission to be done by contractor.
m)	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.
n)	Preparation and submission of As-built drawings in the given format, in hard and soft copy for Backbone route, cabling and splicing works.

o)	On site ware house with security guard to stock and secure the materials in order till the handover of the route.
2	Blowing of 12F/24F Optical Fiber Cables through already laid HDPE Duct.
3	Splicing & Terminations of 12 F/24 F at Splice chambers/FMS, Testing with OTDR and Handing over as desired by works-in-charge.
4	Providing at-least one Engineer with Mobile phone with active SIM card (GSM-Post paid) 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.
5	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 V of this document.
6	Incidental duct laying wherever required cost includes duct integration test and supply and laying of 4mm nylon rope inside.
7	Supply and Erection of incidental splice chamber as specified.
8	Incidental Blowing of fiber cable 12F/24F Armoured cables as specified
9	Splicing & Termination of (including FMS installation) as per the technical specifications 12F, /24F (FMS will be supplied by RailTel).

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 V 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. If any deviation from the specification is found during inspection by joint quality control team in any particular test pit, a penalty of Rs.1.00 lakh per incident equivalent to cost of 1 Km length i.e. 500m on either side of pit shall be imposed.
6. 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.

Contract Agreement

An AGREEMENT made this _____ day of _____ Two thousand and Thirteen, between RailTel Corporation of India Limited, Secunderabad-500 017, acting in the premises through Executive Director or his representative _____ of RAILTEL CORPORATION OF INDIA LIMITED, (a Company with its Registered Office at 10th Floor, Bank of Baroda Building, 16, Sansad Marg, New Delhi-001) having its office at 2nd floor, B-block, Rail Nilayam Complex, Secunderabad 500 017 (hereinafter referred to as 'RailTel') of one part and M/s _____ (Hereinafter referred to as 'contractor') of the other part. Whereas in response to a call for Tender for _____, Secunderabad -500 017 as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C here to and at an estimated contract value of Rs. _____ (Rupees _____ only). Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein. In the witness where of the parties have hereunto 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	2. Signatures	Date	Date	Name in Block Capitals	Name in Block Capitals	Address
Address						

Signed and delivered at _____ for and on behalf of RailTel by Shri _____ (Executive Director /Southern Region or his successor) in the presence of:

1. Signatures	2. Signatures
Date	Date
Name in Block Capitals	Name in Block Capitals
Address	Address

Annexure 'A': Tender Paper _____ Annexure 'B': Firm's offer. _____

Annexure 'C': Letter of Acceptance. _____

Guarantee Bond for Security Deposit

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

In consideration of the office of the Executive Director, RAILTEL CORPORATION OF INDIA LIMITED, (a Company with its Registered Office at 10th Floor, Bank of Baroda Building, 16, Sansad Marg, New Delhi – 110 001) having its office at, 2nd floor, B-block, RailNilayam, Secunderabad-17 (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.

We _____ bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.

We, _____ bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

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 _____

_____, we shall be discharged from all liability under this Guarantee thereafter. 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 effect 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 _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the _____ day of 2013

for _____ (indicate the name of the Bank)

Witness

Signature Name

Signature Name

NOTE: The Guarantee shall be valid for a period of four months beyond FAC .

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 Remarks (Including Justification)
--------	---

1.2 Preamble

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

1.3 Special conditions of Contract.

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

Annexure	Clause Deviation Remarks (Including Justification)
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Notes: Where there is no deviation, the statement should be returned duly signed with an endorsement indicated no deviations.

SIGNATURE AND SEAL OF THE MANUFACTURER / TENDERER

FORM-11

Format for instruction to be provided by Vendor/Lessor/Employee for NEFT/RTGS payment to be made to them by RailTel.

Date:

To:

**RGM/SR,
M/s RailTel Corporation of India of India Ltd
2nd Floor, B-Block, Rail Nilayam Complex, Secunderabad-500 071.**

Dear Sir,

Sub: Bank details for payment through NEFT/RTGS for payments below Rs.1,00,000/-for Vendors, Employees/Lessors.

We authorize you to make payment of dues/bills to us in NEFT mode against the particulars mentioned below:

1. Name of the Agency/Employee/Lessor as given in Bank account:
2. Name of the Bank:
3. Bank Branch & address:
4. Bank account no.:
5. Bank account type(Savings/Current):
6. IFSC code:
7. Agency's/Employees/Lessor Address:
8. Agency's/Employees/Lessor telephone & mobile no:
9. Cancelled cheque :

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

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

Encl: As above.

(Sign & Seal of the Vendor/Signature of Employee/Lessor)

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

Signature of Authorised Official from the Bank.