



RAILTEL CORPORATION OF INDIA LIMITED

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

ELECTRONIC TENDER DOCUMENT

E-Tender No: RailTel/Tender/OT/SR/HQ/2018-19/43

Name of the Work

Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States(Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India as per schedule of Requirement and Specification

CIN No: U64202DL2000GOI107905



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राज्य
RAILTEL

Chapter -1



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.& Regd.Office: 10th Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

TENDER NOTICE

E-Tender Notice No. RailTel/Tender/OT/SR/HQ/2018-19/43 Dt.03.01.2019

RailTel Corporation of India Ltd., Secunderabad invites E-bids from established firms with proven experience for **Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States(Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India as per schedule of Requirement and Specification as detailed below.**

a)	Start Date for downloading the Tender	08.01.2019
b)	Last date for sending the queries	29.01.2019
c)	Pre-Bid Conference	deleted
d)	Closing Date for downloading the Tender	07.02.2019, 12:00 hrs
e)	Closing date for Submission of E-Bids	07.02.2019, 15:00 hrs online
f)	Date of opening of E-Bids	07.02.2019, 15:30 hrs online
g)	Approx. Estimated Cost of Tender	Rs. 30,00,000/-
h)	Earnest Money Deposit (EMD) #	Rs. 60000/-*
i)	Cost of Tender Document #	Rs. 3,360 /- * (Including GST)

Eligibility Criteria:

Tenderer must have completed successfully and satisfactorily work mentioned at cl.no.13 during the preceding three years (i.e. current financial year and three previous financial years) executed for Govt. /PSUs/ reputed private Telecom Service providers/reputed infrastructure providers. Offers without user certificate as per Form-2 shall not be considered

The total contract amount received by the tenderer during the last three years as per Audited balance sheet should be a minimum of 150% of advertised Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered.

For detailed qualifying criteria, please refer Para 13 of chapter 2 of tender document.

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e-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.

The tender offers are deemed to be valid for acceptance for a period of 45 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected#.

Note: #*

1. 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 23 of instructions to tenderers, Chapter-2 without which their offers will be considered as invalid and summarily rejected**
2. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

Sd/-
General Manager /Projects/SR
RailTel Corporation of India Limited, Secunderabad



TENDERER BID DATA SHEET**For**

Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India as per scope of work, Schedule of Requirement and Specifications (Tender No: RailTel/Tender/OT/SR/HQ/2018-19/43 dt.03.01.2019)

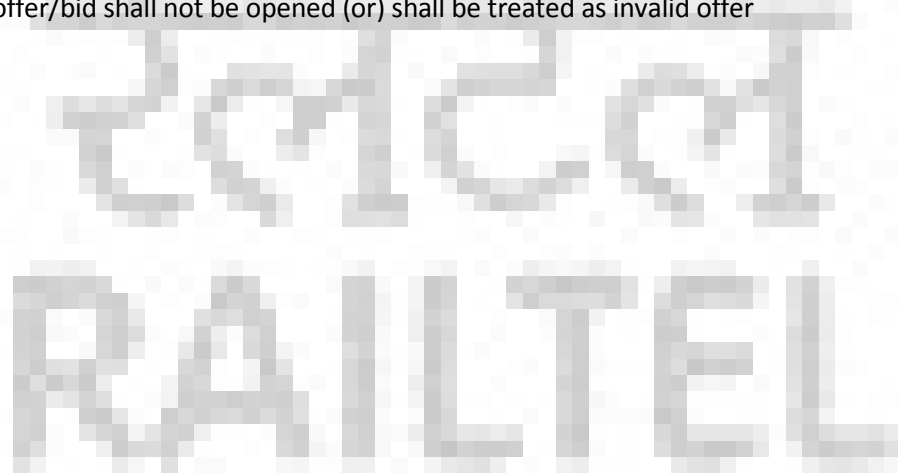
S No	clause reference	Description	Remarks(Yes/No)	Page no
Cost of Tender & EMD Particulars				
1	EMD as per NIT/ Preamble	Whether EMD in the form of Demand Draft/Banker's cheque enclosed?		
2	Cost of tender as per NIT / Preamble	Whether cost of Tender document in the form of DD and/Banker's cheque is enclosed?		
3	Para 23 of instructions to tenderers Chapter 2 of the tender document	If remarks for the the Srl. No. 1 and 2 are " NO " then whether NSIC/MSME certificate is enclosed?		
3.1		In case of submission of NSIC/ MSME certificate, whether work/store/services Name mentioned in NSIC/MSME is same for which tenderer is participating.		
3.2		What is the date till which NSIC is valid?		
3.3		Signed Declaration Form duly filled with details as per format "Tenders awarded under NSIC/MSME" enclosed?		
Technical Eligibility Criteria				
4	cl.no. 13.1 for single similar work (s) execution of 35% of tender advertised value or two/three works as mentioned in clause	Whether work completion /Experience certificate given by user/client as per Form no 2 as mentioned in the page no 40 of the tender document has following information.	submitted certificate Yes / No	
(a)		Contract agreement No. /WO no is for a single work? Contract Agreement No/ Work /Purchase order No & Date may be mentioned.		
(b)		Name and scope of Work executed under single contract agreement		
(c)		Executed / Paid Value of work mentioned or not? If mentioned specify the value		

(d)		Is Value of work (s) executed equal to or more than 35% of advertised tender value? Or satisfies the condition mentioned in 13.1 clause		
(e)		Whether work (s) executed in user form no.2 is similar to the work experience as mentioned in clause no 13.1 of tender document)		
Financial eligibility criteria				
5	cl.no.13.2 for turnover of 150% of tender advertised value (i.e. Rs.45 Lakh)	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the year (2015-16),(2016-17) and (2017-18) and current year (2018-19) are enclosed ?		
5.1	PAN, GST	Whether Copy of PAN, GST Registration certificate submitted?		
Notarized Affidavit				
6	cl.no.14.1 (ii)	Whether Affidavit is submitted in Original and Notarized?		
6.1		Whether Submission of Affidavit is as per format as enclosed in form no 11 /Annexure-A vide page no 48 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.4	Whether Power of attorney in non-judicial stamp paper worth of Rs 100/- enclosed with Tender is in proper format and notarized?		
8		Whether Power of attorney is mentioning "the position of person giving power of attorney and the position of person in the company in favour of whom the Power of Attorney is being given?"		

9		Whether Partnership deed, 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 4 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. 14.1(i) page no. 19&20 , of the tender document	Whether authorised person Signed all pages of tender document including all supporting documents in the tender?		
Clause wise compliance and deviation statement				

Note:

1. All scan copies of documents listed above shall be submitted online
2. Hard copies for following to be submitted offline before due date & time of tender opening to the tendering authority
 - i. DDs in original towards EMD & Cost of tender or copy of NSIC/MSME and declaration as per relevant tender clause
 - ii. Notarized affidavit in original
 - iii. Power of Attorney for signing of tender document as per tender clause
3. incase offline document as given above not submitted before date and time of opening of tender, the offer/bid shall not be opened (or) shall be treated as invalid offer



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	

Cost of Tender document in the form of DD (Rs 3360/-, payable to RailTel Corporation of India Ltd, Secunderabad): DD No: _____ Date: _____

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RAILTEL

Chapter -2 (A)

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.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the TCIL portal.

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**".

4. Broad outline of activities from Bidders Perspective:

4.1 Procure a Digital Signing Certificate (DSC)

4.2 Register on Electronic Tendering System® (ETS)

4.3 Create Users and assign roles on ETS

4.4 View Notice Inviting Tender (NIT) on ETS

4.5 Download Official Copy of Tender Documents from ETS (Important)

4.6 Clarification to Tender Documents on ETS:

(i) Query to RailTel (Optional).

(ii) View response to queries posted by RailTel, as addenda.

4.7 Bid-Submission on ETS

4.8 Attend Public Online Tender Opening Event (TOE) on ETS.

4.9 View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

5. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of suitable class, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

6. Registration

To make use of the Electronic Tender® Portal (<https://www.tcil-india-electronictender.com>), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person/Telephone/ Mobile, E-Mail ID

Helpdesk Executives: +91-11-26241790 **(Multiple lines)**

E-mail ID: ets_support@tcil-india.com

(Mobile nos. for emergency only): 9868393775, 9868393717, 9868393792

RailTel's Contact Person & Designation

Mr. Ravi Verma,

Sr. Manager/Impl/SR

Mobile: 9959933373 E-Mail Id: ravi.verma@railtelindia.com

7. Bid related information for this tender (Sealed bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

7.1 Submission of Bid Security / Earnest Money Deposit (EMD)

7.2 Submission of digitally signed copy of Tender Document / Addenda/Corrigendum

7.3 Tenderer has to submit both Technical and Financial bid as Single Packet

7.4 Online response to Terms & Conditions of Tender

Note: Bidder must ensure that after following above, the status of bid submission must become "Complete" within the time line for online bid submission given as per tender notice.

8. Offline submissions:

- i. The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 2nd floor, B-block, Rail Nilayam, Secunderabad-71 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):
 - a) **EMD-Bid Security in Original**, in favour of RailTel Corporation of India, Payable at Secunderabad/Hyderabad. (with Tender No., Name of Firm & Mob. No. written on back side of DD)
 - b) **DD/ Bankers Cheque in original against payment of tender fee** in favour of RailTel Corporation of India, Payable at Secunderabad/Hyderabad. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
 - c) **Power of attorney** in favour of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
 - d) In case bidder happens to be a NSIC/MSME bidder, the documentary evidence for same shall be submitted as per clause no 23.
 - e) Notarized Affidavit to be submitted as per clause No. 14.1 (ii)
 - f) The Tenderer should submit Pass Phrase, if applicable, before due date and time of opening of tender.

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

9. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. Technical & Financial Credential certificates, NSIC certificate and other documents as applicable shall also be **scanned and submitted ONLINE**.

Copy of these documents shall also be submitted in RailTel before Tender opening date & time. Bids without these off line submissions will be summarily rejected.

10. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

11. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

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

12. Other Instructions

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

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

13. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- III. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
- IV. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
- V. Bidder should ensure that official copy of tender document has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
- VI. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

14. Minimum Requirements at Bidders end

- i) Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP).
- ii) Broadband Connectivity.
- iii) Microsoft Internet Explorer 6.0 or above.
- iv) Digital Certificate (s) for users.

15. Vendors Training Program: Deleted

16. Additional Instructions: Please note

For E-Tendering bids /information by bidders is to be submitted "Online" on TCIL'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. Please sign on each page.

The tenderers may download tender form from the web site www.railtelindia.com or from the e-tendering portal 'https://www.tcil-india-electronictender.com' and should enclose cost of the tender form along with the offer in the form of DD in favour of RailTel Corporation of India Ltd payable at Secunderabad/Hyderabad.

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

17. Instructions for Tender Document TO THE TENDERERS

The RailTel Tenders are published on www.railtelindia.com and on e-Tendering Portal <https://www.tcil-india-electronictender.com>. In addition to submitting the e Tender documents online, they should also submit a Demand Draft drawn in a scheduled bank in favour of "RailTel Corporation of India Ltd, payable at Secunderabad, towards the cost of the tender document.

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

18. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com>.

- a. The rates quoted should be written both in words & figures. The unit of rates should be in metric system & as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between the 'Electronic Form' and the 'Main Bid file' the text and amounts etc. of the Electronic Form will prevail, as this is the information shared transparently with all participating bidders during Online Public Tender Opening Event on ETS.
 - b. Tenderers are requested to go through the Terms & Conditions of the Tender carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions.
19. Fax Quotations & Late Tenders: Fax tender documents, Late/delayed tenders would not be considered and summarily rejected.

20. Attendance of Representatives for Tender Opening:

Representatives of tenderers 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. In addition, representatives desirous of attending the Online Public Tender Opening Event can do so by getting authorized for such participation by the Super-User/ Master User of their respective organizations on ETS. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

21. 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 TCIL's e-Procurement Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel **are liable to be rejected.**

22. Ambiguity/ Pre- Bid Clarification Requests:

Bidders are requested to send their written queries / clarification requests to the RailTel in writing through TCIL e-portal, pertaining to ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or any additional information latest till the date and time mentioned in this tender document as per the timelines given in the tender notice.

23. Bid submission and Opening date

- 23.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 23.2 EMD should be enclosed in an envelope and submitted physically to the tendering authority before the due date and time of submission of the e-Tender.
- 23.3 Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 23.4 The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in the online simultaneous presence of such Tenderers/ 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.
- 23.5 Bids received after due date and time shall be summarily rejected and shall not be opened.



Chapter -2**1.0 INSTRUCTIONS TO TENDERERS**

- 1.1 TENDERING INSTRUCTIONS: The digitally signed tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be submitted in online. The tenderer should submit a Demand Draft drawn from a nationalized /scheduled bank in favour of "RailTel Corporation of India Ltd", payable at Secunderabad/Hyderabad, towards the cost of the tender document. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and shall be super scribed on the envelope Tender No & Description as: - **Tender No. RailTel/Tender/OT/ SR/HQ/2018-19/43 dt.03.01.2019**
- 1.2 Tender cover containing off-line documents should be addressed to The Regional General Manger, Southern Region, RailTel Corporation of India Ltd, B-Block, 2nd Floor, Rail Nilayam, Secunderabad-500071. The Tender should reach the office of the Executive Director, Southern Region, RailTel Corporation of India Ltd. on or before date mentioned in tender notice and will be opened on the same day at 15.30 hrs. If it is happened to be a holiday, tender will be opened on the next working day at the same time.
- 1.3 Submission of offers and filling of tender
- Tender form is not transferable and the tender should be submitted by the party in whose favour the same has been downloaded
 - Tenderers, other than those submitting their offers in downloaded tender documents- deleted
 - Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page
 - The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction/over writing should be properly attested by the Tenderer at every correction
 - The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. However this does not preclude the RailTel for availing themselves of the lower rates of the two
 - Tenderers are requested to go through the Standard Conditions of Contract, Special Conditions of Contract, Instructions to tenderers, General and Special Tender conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions
- 1.4 The offline Documents to be submitted in a sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible. These Bids received after due date and time shall be summarily rejected and shall not be opened

2.0 EARNEST MONEY

- 2.1 The tenderer shall deposit a sum of **Rs. 60,000/-** (Rupees **Sixty Thousand** Only) as earnest money along with the tender in favour of RailTel Corporation of India Ltd., payable at Secunderabad. Tenders without earnest money will be summarily rejected.

Note:

- 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 23 of instructions to tenderers, Chapter-2 without which their offers will be considered as invalid and summarily rejected**

- 2.1 Earnest Money of unsuccessful tenderers shall be returned & that of successful tenderer after submission of PBG and execution of contract agreement.
- 2.2 EMD should remain valid and should cover the validity period of bid.
- 2.3 Forfeiture of Earnest Money: When the tenderers undertake to keep the offers valid for a particular period but if the offer is withdrawn or revised within the validity period, the RailTel gets the right to forfeit the Earnest Money Deposit.
- 2.4 No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract

3.0 SECURITY DEPOSIT

- 3.1 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 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 contract period and completion of all contractual obligations i.e. closure of all PO/WO issued under this contract.
 - (c) No interest will be payable upon the Earnest Money and Security Deposit
- 3.4 The security deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

3.5 CONTRACT PERFORMANCE GUARANTEE (PG)

- 3.5.1 On receipt of the 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 **5% of the contract value.**
- 3.5.2 The Instruments for Performance Guarantee should be valid for three months beyond the contract completion period (24 months+3months =27 months)
- 3.5.3 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)/PO. Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA/PO, 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.
- 3.5.4 Performance Guarantee shall be released after satisfactory completion of the contract period and completion of all contractual obligations i.e. closure of all PO/WO issued under this contract.
- 3.5.5 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- 3.5.6 The balance work shall be got done independently by RailTel.
- 3.5.7 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 Late and delayed tenders will not be accepted
- 5 **ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING** covered at cl.no.20 chapter-2(A) above
- 6 **GENERAL**
 - 6.1 All corrections and over-writing must be attested
 - 6.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer
 - 6.3 No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation
 - 6.4 In all matters of dispute, the decision of the Regional General Manager, Southern Region, Secunderabad shall be final and binding
 - 6.5 following details should also be enclosed along with the tender:
 - i. Performance statement for execution of same or similar orders. Supporting
 - ii. Details of establishment man power etc available to be indicated
 - iii. Complete tender document duly signed on each page in token of acceptance
 - iv. Proof of having paid EMD/Cost of tender document
- 7 Delivery Period: as per PO/WO
- 8 Terms of Payment: as per general terms and conditions cl.no.1.2
- 9 Consignee: Sr. Manager/RailTel of respective areas
- 10 Paying Authority: Bill passing authority is respective General Manager and paying authority is GM/Fin
- 11 **Rate, Taxes & Duties & GST**
 - 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 technically & financially evaluated 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.

Imp GST noting:

- a. **The transportation of goods can be done by registered or unregistered vendor. If registered the vendor can quote with GST on RCM basis and RailTel pay the same and avail ITC in the following month.**
- b. **Unregistered vendor cannot quote GST and the price will be exclusive of GST. As GST is exempt vide notification no 8/2017 for intra State supply of goods or services or both received by registered person from any unregistered supplier.**
- c. **The unregistered vendor cannot make any interstate supply of goods or services or both.**
- d. **Applicability of reverse charge has been differed till 30.09.2019**
- e. **The rate quoted by vendor will be inclusive of taxes even after 30.09.2019 (vide notification no 22/2018-19 dt.06.08.2018) and dealt as per GOI notification from time to time.**
- f. **For transportation of material invoice has to be issued (interstate transfer).**
- g. **For the purpose of transporting of material, E-way bill has to be issued by concerned RailTel executive**
- h. **Any amount to be recovered as per statutory requirement as notified from time to time shall be recovered.**
- i. **The vendor should issue consignment note. Consignment note is serially numbered and contains the following details:**
 - (i) **Name of consignor**
 - (ii) **Name of Consignee**
 - (iii) **Registration number of Goods Carriage in which goods are transported**
 - (iv) **Details of Goods**
 - (v) **Place of Origen**
 - (vi) **Place of destination**
 - (vii) **GST is payable on RCM basis / person liable to pay GST**

- j. The price quoted is treated as sole consideration and there will be no increase in price if the present exemption to unregistered vendors till 30.09.2019 is not continue further by GOI.
 - k. Part-A of E-Way bill will be issued by RailTel and Part-B will be generated by vendor himself
 - l. In case of inter-State movement of goods, vendor should ensure that he is registered under GST act.
- 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."
12. Octroi exemption certificate: deleted
- 12.1 Validity: Tenderers are to keep validity of their offer open for a minimum period of 45 days from the date of opening of tender. Within that period the tenderer, cannot withdraw his offer. This period can be 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
- 13 QUALIFYING CRITERIA:** Tenderer must be a reputed registered Transport Agency. Tenderer must have completed similar nature of work, successfully and satisfactorily of values as indicated below:
- 13.1 **Technical Capability:** Tenderer must have completed successfully and satisfactorily at least one/two/three **similar work (s) of Transportation of material/equipment etc**, during the preceding three financial years (i.e. current financial year and three previous financial years) as detailed below. Offers not accompanied by user certificates as per Form no 2, will not be considered.
- i. At least one similar work for a minimum value of 35% of the advertised Tender Value
- OR**
- ii. Two similar works for a minimum value of 20% of the advertised Tender Value each.
- OR**
- iii. Three similar works for a minimum value of 15% of the advertised Tender Value each
- 13.2 **Financial:** The total contract amount received by the tenderer during the last three financial years and current financial year as per Audited balance sheets should be a minimum of 150% of advertised Tender Value of work. Offers not accompanied by Audited balance sheet P&L A/c will not be considered
- Should have executed for Govt. / public Sector or for reputed private sector telecom service providers/Infrastructure Provider
- 14. MEANING OF SIMILAR WORKS:** as mentioned above at 13.1
- 14.1 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 in original** on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A/Form-11. Non submission of an affidavit in the prescribed format 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.**

15. EVALUATION OF OFFERS

- i. 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.
- ii. 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.
- iii. Rates quoted by the Tenderers with discounts if any linked to quantity and other vague clauses will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable
- iv. Inter-se position of the technical and financially evaluated offers will be determined on Total Unit Rate basis which will include basic rate, GST, Packing charges, Forwarding charges, Freight, insurance and any other charge or cost quoted by the tenderer

16. **Annulment of Award:** Failure of the successful bidder to comply with the purchase order shall constitute sufficient ground for the annulment of the award and forfeiture of SD in which event the contractor may make the award to any other bidder at the discretion of the contractor or call for new bids
17. **Unit Prices:** covered in cl.no.11 above. Further, arrangement for all permits/ licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the Contractor will have to make his own arrangements
18. **Clause wise Compliance** Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses
19. **FORCE MAJEURE CLAUSE:** as 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.

20. SETTLEMENT OF DISPUTE AND ARBITRATION

- 20.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 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.
- 20.2 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.
- 20.3 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.
- 20.4 Each of the parties agree that no withstanding 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

21 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

- 21.1 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,
- 21.2 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.
- 21.3 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 ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably assure to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site.
 - (d) The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by

the RailTel have been ascertained and the amount thereof certified by the Engineer. The Contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deduction of the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the RailTel the amount of such excess and it shall be deemed a debt due by the Contractor to the RailTel and shall be recoverable accordingly.

22 TIME AND ORDER OF COMPLETION AND LIQUIDATED DAMAGES

- i. If the Contractor has not started the work within 7 days from the date of issue of LOA date / LOI date / RAILTEL Schedule / ROW permissions/ issue of Materials is later, RAILTEL shall be entitled to cancel the LOA / Contract
- ii. Both the parties agree that in respect of obligations undertaken by each of them under this Agreement, **time is the essence**
- iii. **Completion time** / period indicated in the LOA / Contract shall be deemed to be of the essence of the Contract. No necessity for an extension of time is anticipated but if untoward or extraordinary circumstances should arise beyond the control of the **Contractor**, which, in the opinion of **RAILTEL**, should entitle the **Contractor to** a reasonable extension of time, such extension may be refused or granted, but shall not operate to relieve the **Contractor** of any of his obligations, under the contract.
- iv. If this Contract is delayed at any time in the commencement, or during the progress of the work by any act, delay or neglect of **RAILTEL** or their employees, or by any other **Contractor** engaged by **RAILTEL**, or by changes ordered in the work by **RAILTEL**, or by Force Majeure, the time of completion shall be extended by a reasonable period as may be mutually agreed upon application from the **Contractor** at the time of such special circumstances occurring and not later than 7 days of occurring
- v. In the event that provision of Service is delayed beyond the dates specified in the LOA or agreed timelines duly signed by Contractor in kick off meeting, for any reasons attributable to the **Contractor**, then the **Contractor** shall pay to **RAILTEL** liquidated damages for such delay, calculated on the basis of the total price of the LOA value at the rate of **0.5%** per week of delay in completion of Project subjected to a maximum of 10%.

23 CONCESSIONS TO Micro and Small Enterprises (MSE UNITS)

- i. * Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of cost of tender and 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.
- ii. **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:**

iii. Declaration of Tenders awarded under NSIC/MSME

S No	No. of Tenders participated in current FY: 2018-19 with NSIC/MSME	No. of Tenders Awarded in current FY: 2018-19 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/others, declaration and details as per above table. Offers without above will be treated as in valid and summarily rejected.

Other Terms and Conditions

1	Docket Charges	Rs. 100/- per docket
2	Volumetric Conversion(CFT)	10 Kgs
3	Minimum Basic Freight Charges	Rs. 500/- per docket
4	Additional door delivery charges (Varai Charges) Mumbai, Pune and Kerala	1 to 2000 Kg's – Rs. 300/-, Above 2000 Kg's – Rs. 500/JNPT – Rs. 1000/
5	Door delivery will be restricted to :	Ground Floor
	If the Lift Facility is not available delivery charges	Rs. 0.25 per kg extra for First Floor
		Rs. 0.50 per kg extra for Second Floor
		Rs. 0.75 per kg extra for Third Floor
6	Octroi charges payable by	Consignor/Consignee
7	Octroi service charges	As per actual, on production of documentary proof.
8	Freight on Value (FOV) charges	0.2% on Declared Value/Invoice value whichever is higher
9	Diplomatic Charges for ODA Locations (Where transporter delivery branch does not exist)	Rs. 10/- Per Km, Minimum Rs. 1000/- or actual whichever is higher. No ODA charges up to 15 km from the delivery branch.
10	Free storage charges	Seven days from the date of arrival of the consignment
11	No. of credit days after bill submission	30 days
12	GST	as per the Government Norms covered in clause no 11 of instructions to tenderers
13	Validity of Agreement	Two years and Extendable for further one year with mutual consent.
14	Loading and Unloading Charges per consignment	Up to 50 kg : Nil Beyond 50 Kg weight: One Rupee per Kg for loading & One Rupee per Kg for Unloading
15	Discount on accepted basic rate beyond 2000 kg Weight/Per Consignment	2001 to 5000 Kgs: 10% Discount on the above mentioned rates 5001 to 9000 Kgs: 20% Discount on the above mentioned rates 9001 Kgs & Above: 25% Discount
16	Security Deposit(SD)	Covered in cl.no.3 of instructions to tenderers
17	Agreement	Successful tenderer has to be entered in to agreement within 30 days from the date of issue of LOA.
18	PO/Work Orders	PO/Work orders will be issued by respective Territories during validity of contract as per requirement
19	Terms of payment	As per general terms conditions para 1.2
20	Bill Passing & Paying Authority	Concerned Territorial Head/Functional Head will be the Bill passing authority and GM/Fin/SR will be paying Authority.
21	Identity Cards	Staff of Contractor should have ID Cards for entering in RailTel/Railway premises for material transportation purpose.
22	working in RailTel/Railway area	Staff of contractor should not infringe/disturb the work of RailTel/Railways and if any damage occurs to assets of RailTel/Railways while loading/unloading & transporting of material, plying & parking of his vehicles, contractor will be responsible for the same and necessary damage charges will be collected from the contractor directly or through the bills payable to him.
23	Termination of Contract	Covered in cl.no.21 of instructions to tenderers
24	Settlement of Dispute & Arbitration	Covered in cl.no.20 of instructions to tenderers
25	Force Majeure	Covered in cl.no.19 of instructions to tenderers
26	VAT TIN No., PAN No. & GST. No should be mentioned on Bill for arranging payment. Break up of taxes must be shown on the bill.	

Chapter -3
SCHEDULE OF REQUIREMENT

Tender No: RailTel/Tender/OT/SR/HQ/2018-19/43

Scope of Work: Transportation of material such as OFC drums, HDPE Duct coils, Splicing Enclosures, chargers, Battery Banks, Equipments and other telecom related material among the Seven States(Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India in India for RailTel Corporation of India Ltd., Southern Region internal transactions as per terms and conditions at Annexure -2

Tenderers are requested to quote percentage offer in the table given below:

Basic Rates up to 2000 KGS/Per Consignment (Rate in Rupees per kg) from any place to any place for the following States of India							
HSN Code:							
From / To	Telangana	Andhra Pradesh	Karnataka	Tamilnadu	Pondicherry	Kerala	Maharashtra
Telangana	6.00	6.00	7.00	7.00	7.00	8.00	7.00
Andhra Pradesh	6.00	6.00	7.00	7.00	7.00	8.00	7.00
Karnataka	7.00	7.00	6.00	7.00	7.00	8.00	7.00
Tamilnadu	7.00	7.00	7.00	6.00	6.00	8.00	8.00
Pondicherry	7.00	7.00	7.00	6.00	6.00	8.00	8.00
Kerala	8.00	8.00	8.00	8.00	8.00	7.00	9.00
Maharashtra	7.00	7.00	7.00	8.00	8.00	9.00	6.00

Percentage offer for above rates (Plus/At par/Minus) %	In Figures	In Words
	%	

Note:

1. The percentage rate Quoted should be **inclusive of all. GST % should be shown separately** and is considered with the terms and conditions enclosed at Annexure-2.
2. The percentage should be quoted for all items mentioned above.
3. Partial offers are liable for rejection. No deviation in terms and conditions is accepted.
4. If there is any discrepancy in the Quoted rates both in figures and words, the rate Quoted in words will be taken as final.
5. **Break-up of taxes to be specified in a separate sheet showing Basic Price, GST@ and others if any etc.**

Signature of Tenderer with Seal

CHAPTER-4

GENERAL TENDER CONDITIONS

1. Acceptance of the Offers:

The RailTel is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

1.1 Quantity to be ordered

- a) RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason
- b) The purchaser reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.

1.2 Payment Terms:

- 1.2.1 100% on completion of each work on purchase order / work order basis & on certification of consignee.

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

- 1.4 The Special Conditions of Contract, Instructions to Tenderers, other terms and conditions Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".



CHAPTER-5
STANDARD CONDITIONS

0100. Definitions and Interpretation

0101. In the Contract, unless the context otherwise requires;

0102. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender

0103. "Consignee" means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified

0104. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

0106. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores ;

0107. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

0108. "Government" means the Central Government or a State Government, as the case may be;

0109. "The Inspecting Officer" means the people specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorised representative

0110: "Material" means anything stores

0111 "Particulars" include

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

0112. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser

0113. " The Purchaser " means the Regional General Manager of Southern Region and includes his successors and assignees

0114. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

0115. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose

0116. "Stores" means the goods specified in the contract which the contractor has agreed to

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

0120. "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 conditions of contract as agreed to.

“ENGINEER’S REPRESENTATIVE” Shall mean the supervisor of RailTel in direct charge of the works

- a) **0121.** The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract the consignee at his premises ; or
- b) **Where so provided the interim consignee at his premisses or**
- c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or
- d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

0122. “RailTel” Means M/s. RailTel Corporation of India Limited

0123. “BLOCK SECTION” Means the distance along the railway track between two consecutive Railway stations.

0124. “TENDERER” or “BIDDER” 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.

0125. “WORK OR WORKS” Means all or any of the items of the work for which the Tenderer /Contractor has Tendered/contracted according to the annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions, being in conformity with the Annexure and schedules and also such instructions additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work

0126. “BID” or “TENDER” shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents

0127. “PURCHASER’S ENGINEER” Means the Manager of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site

0128. “FOR Destination” means any location or consignee within every RailTel’s Region

0129. Words in the singular include the plural and *vice versa*

0130. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not

0131. The heading of these conditions shall not affect the interpretation or construction thereof

0132. Terms and expression not herein defined shall have the meanings assigned to them in the **Indian Sale of Goods Act, 1930** (as amended), or the **Indian Contract Act, 1872** (as amended) or the **General Clauses Act, 1897** (as amended), as the case may be.

0200. Parties

The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113

0201. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 0700 shall apply to every such purchase as far as applicable

0202. Address of the Contractor and notices and communications on behalf of the Purchaser:-

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

change of address in the manner aforesaid.

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

0300. Quotations of rates by Contractors

The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments

a) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful to the purchaser.

i) to revise the price at any stage so as to bring it in conformity with the Sub clause (a) above o

(ii) to terminate the contract and forfeit the Security Deposit

0400 Contract.

0401. This contract is for the transportation of the stores of the description, specifications and in the quantities set forth in the contract on the date or dates specified **0402.** Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties

0500. Security Deposit

0501. As per general instructions given to the contractor

0503. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

0602. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.**0604.** No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee

1500. Responsibility of the Contractor for Executing the Contract

1501. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer

are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be. **The contractor should have suitable insurance to cover loss/damage of goods if any during the transit.**

1502. Consignee's Right of Rejection – The stores/goods or part of transported goods portion or consignment thereof is not in all respects in conformity or on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever the consignee shall reject such stores/goods

1503. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee

1504. The provisions contained in relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided

1505. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever

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

1506. Changes in a Firm

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

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

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

c) **Consequence of breach** - Should a partner in the Contractor firm commit a breach of Sub-clause 1505 above or the Contractor should commit a breach of the conditions 1506(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 0600 and 0700 as far as applicable shall apply

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

1600. Indemnity

1601. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser

shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

1602. The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract

1700. Packing. 1701. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination

1702. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

2100. System of Payment

2101. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form

2102. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser

2103. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the nominated official of RailTel himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the consignee's receipt as aforesaid to the Accounts Officer concerned

2200. Withholding and lien in respect of sums claimed

2201. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalization or adjudication of any such claim

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2503 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

2202. For the purpose of Clause 2201, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

2203. Lien in respect of Claims in other Contracts

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

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

competent court under Clause 2503 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2300. Corrupt Practices 2301 The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 0600 and 0700.

2302 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor

2400. Insolvency and Breach of Contract

2401. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say

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

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

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

2500. Laws governing the Contract.

2501. This contract shall be governed by the Laws of India for the time being in force

2502. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued

2503. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract

2505. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970

2501 The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules

2502 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued

2503. Jurisdiction of courts- This Courts of the place from where the acceptance of

2505. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract
- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him
- 4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable
- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section(i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser fun security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

2600. Headings

The headings of conditions here to shall not affect the construction thereof

2700 Settlement of Disputes / Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be
- 3) The Arbitral Tribunal shall consist of the Sole Arbitration appointed by mutual agreement of the parties

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so

In addition to Standard Conditions of Contract, the following special conditions shall apply

Chapter-6

SPECIAL CONDITIONS

1. Purpose of Contract: The contract, which shall be deemed to be a Contract is intended for the transportation of the Stores of the descriptions set forth in the Scheduled to Tender during the period therein specified

2. FALL BCKA CLAUSE : I The price charged for the stores under the contract by the Contractor shall in no event exceed the lowest price at which the contract sells the Stores or offer to sell stores of identical description to any persons / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till performance of all Supply orders placed during the currency of the contract

3. Special conditions, where they differ from the standard condition override the latter.

4. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

- i. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
- ii. As sole proprietor of the concern or as attorney of the sole proprietor;
- iii. As a partner or partners of the firm;
- iv. 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
- v. 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.
- vi. 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.
- vii. 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.
- viii. The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed

5.0 **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.

5.1 **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.

5.2 AMENDMENT OF TENDER DOCUMENT

5.2.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA

5.2.2 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.
- 5.2.3 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.
- 5.2.4 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 Railway at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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.
- 5.2.8 If the materials mentioned in schedules- deleted
- 5.2.9 The quantities indicated in the schedules – deleted
- 5.2.10 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 will be executed and submitted to the Section Engineer in charge.
6. **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.
7. **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
8. **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.

9. **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 form out of all or any of the following sources viz:
- (a) i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
 - ii) The Contractor's security deposit in the hands of the purchaser as far as available, and;
 - iii) Any other assets whatsoever of the contractor;
- (b) In the event of re-imburement from out of sources (i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suomoto.

10. PENALTY FOR DELAY IN COMPLETION

10.1 The contractor fails to execute and complete the work within the time specified in the purchase / work order issued against this tender/ 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 that purchase / work order for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.

10.2 The total value of penalty on account of above shall be **limited to maximum of 10% (Ten percent)** of the total purchase / work order value.

10.3 Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only.

10.4 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.

11 ADHERENCE OF TIME SCHEDULE

- 11.1 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 10.
- 11.2 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.9.

12 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

12.1 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.



CHAPTER-7
FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Qualifying Criteria / User's Certificate
Form No. 3	:	Agreement
Form No. 4	:	Guarantee Bond for Security Deposit /PBG
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond
Form No. 7	:	Bank Guarantee for Mobilization Advance - Deleted
Form No. 8	:	Acknowledgement for receiving materials from RailTel
Form No. 9	:	Extension of period of completion of work on account of contractor
Form No. 10	:	Qualification /Experience



FORM –I

OFFER LETTER

To
Regional General Manager (Southern Region)
RailTel Corporation of India Limited.,
2nd Floor, 'B' Block, Rail Nilayam,
Secunderabad – 500 071

Reference: Tender no: RailTel/E-Tender/OT/SR/HQ/2018-19/43

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 45 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 “Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States(Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India are as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within specified period mentioned 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”. 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- 2

QUALIFYING CRITERIA USER'S CERTIFICATE

(to be issued by Firm certifying the credentials of Tenderer on firm's letter head)

Name of the Firm Contract No. & date

Scope of Work

Contract Amount (in Indian Rupees)

Completion Period as per contract Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory

(Please specify)

Name:

Dated:

Designation:

Signature of the User with Company Seal



AGREEMENT

An agreement made this ---- day of ----- 2019 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 2nd Floor, 'B' Block, Rail Nilayam 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 “Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India as per Tender papers, the Contractor has submitted his offer.

Whereas the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of “Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India as per the Tender document No. RailTel/Tender/OT/SR/HQ/2018-19/43 for Rs.------(Rupees ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide letter No. RailTel/Tender/OT/SR/HQ/2018-19/43 dt. -----2019 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 “Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India for which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of “Transportation of Materials such as OFC Drums, HDPE Ducts Coils, Splicing Enclosures, Chargers, Battery Banks, Equipments and other Telecom related material for RailTel Corporation of India Ltd, Southern Region internal transactions among Seven States(Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Pondicherry, Kerala & Maharashtra) in India & 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

Form -4

GURANTEE BOND FOR SECURITY DEPOSIT/PBG (Form-4)

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

1. In consideration of the Regional General Manager (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of a Letter of Acceptance/PO No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breached by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
 The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We,Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.
5. We, We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

7. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2019 for (Indicate the name of the Bank)

Witness 1. Signature&Name

2. Signature&Name



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 Remarks
(Including Justification)

1.2 Other conditions
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



FORM – 6

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 Tender No. RailTel/Tender/OT/SR/HQ/2018-19/43 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

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

No. Date:

To,

.....

Sub: (i) Name of Work:

(ii) Acceptance Letter No.

(iii) Undertaking / Agreement No.

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

Dear Sir,

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

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

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

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

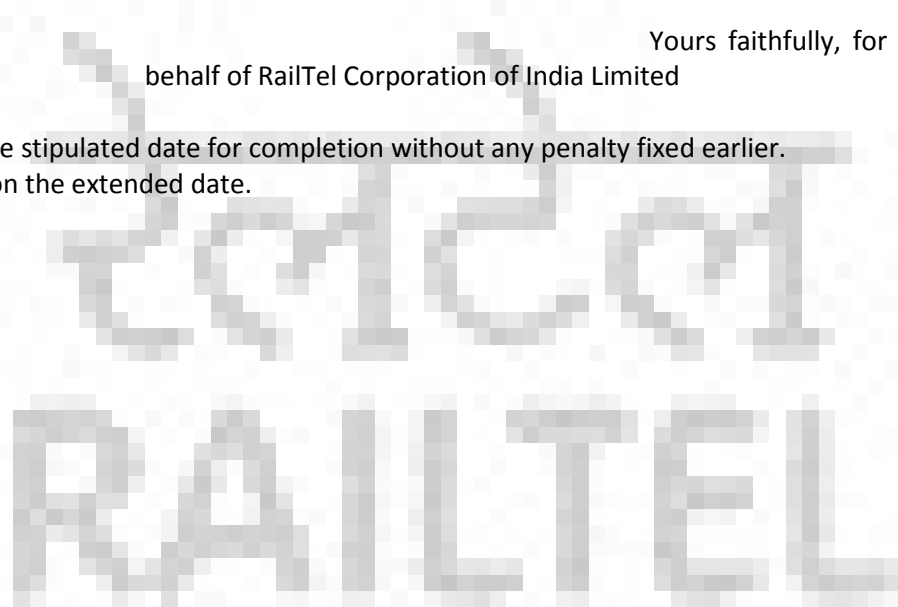
Please intimate within a week of the receipt of this letter your acceptance of the extension on the conditions stated above.

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

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

Note:

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



QUALIFICATION / EXPERIENCE

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

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

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

Signature and Seal of the Tenderer

राज्य
RAILTEL

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

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

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

Place:
Date:

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