



RAILTEL CORPORATION OF INDIA LIMITED

2nd Floor, 'B' Block, Rail Nilayam,

Secunderabad – 500071.

Tele: 27821134 Fax: 27820682

TENDER DOCUMENT

TENDER NO: RailTel/Tender/OT/SR/HQ/2015-16/125 , Dt. 18.3.2016

Nature of the work:-

TRANSPORTATION OF MATERAILS SUCH AS OFC DRUMS, HDPE DUCTS COILS, SPLICING , ENCLOSURES, CHARGERS , BATTERY BANKS, EQUIPMENTS AND OTHER TELECOM RELATED MATERIAL AMONG THE SIX STATES (TELENAGANA ,ANDHRA PRADESH KARNATAKA, TAMILNADU , KERALA & MAHARASHTRA IN INDIA FOR RAILTEL CORPORATION OF INDIA LTD, SOUTHERN REGION INTERNAL TRANSACTIONS AS PER THE TERMS AND CONDITIONS AT ANNEXURE 2

Tender Sold to :



INDEX SHEET

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WORLD
RAILTEL



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region H.Q, 2nd Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

Tel: 040-27821134 Fax: 27820682

CHAPTER I

No: RailTel/Tender/OT/SR/HQ/2015-16/125

Dt.18.3.2016

Notice for Inviting Tender

Sub: Transportation of material such as OFC drums, HDPE Duct coils, Splicing Enclosures, chargers, Battery Banks, Equipments and other telecom related material among the six states (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Kerala and Maharashtra) in India for RailTel Corporation of India Ltd., Southern Region internal transactions.

RailTel Corporation of India Ltd.(RailTel), a Govt. of India (Ministry of Railways) Undertaking, Southern Region H.Q, 2nd Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP), invites Sealed Open Tender for

a)	Sale of Tender Documents	From 21.3.2016
b)	Closing Date of sale of Tender Documents	21-04-2016 (by post)
		25-04-2016 up to 12.30 Hrs. (by hand)
c)	Receipt of sealed Tender documents.	25.04.2016 up to 15.00 Hrs.
d)	Opening of sealed Tender documents.	25.04.2016 at 15.30 Hrs.
e)	Estimated Cost	Rs.30,00,000/- (Rupees Thirty Lakhs only)
f)	Earnest Money (EMD)	Rs.60,000/- (Rupees Sixty Thousand Only)
g)	Cost of each Tender Document (non-refundable) is 5725/- which is inclusive of VAT@14.5% (Rs.6300/-, if required by post). The amount may be paid through Bank Draft in favour of "RailTel Corporation of India Limited" payable at Secunderabad.	

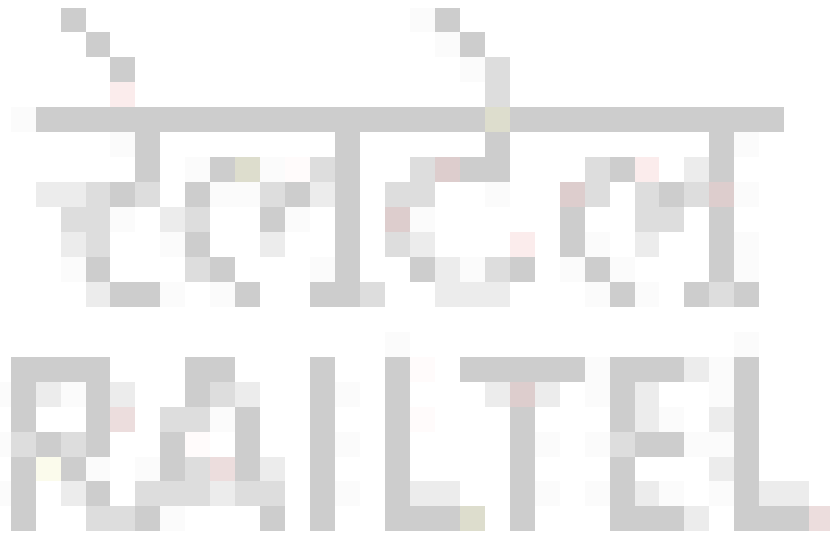
The offers shall be opened on above said date in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day.

The Tender Document can also be downloaded from the website of RailTel www.railtelindia.com. A separate DD of Rs. **5725/-** (Rs. FiveThousand seven hundred and twenty five only) inclusive of VAT (Rs.6300/-,(Rs. Six Thousand three hundred only) if required by post) drawn in favor of "**RailTel Corporation of India Ltd., Secunderabad**". may be sent along with the offer towards the cost of Tender Document.

Further information may be obtained from the Office at RailTel, Secunderabad.

Sd/-

(S. Raja Sekhar)
Addl. GM/Proj/SR
For Executive Director/SR



CHAPTER II

INSTRUCTIONS TO TENDERS

Name 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 six states (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Kerala and Maharashtra) in India for RailTel Corporation of India Ltd., Southern Region internal transactions as per terms and conditions at Annexure -A
Earnest money deposit	Rs. 60,000/- (Rupees Sixty Thousand only)
Last Date for submission of Offer	25.04.2016 up to 15.00 Hrs.
Date of Tender Opening	25.04.2016 at 15.30 Hrs.
Completion Period	Two years from the date of issue of Purchase Order. Extendable by one more year with mutual consent.

1.0 INSTRUCTIONS TO TENDERERS:

1.1 TENDERING INSTRUCTIONS:

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. While submitting the Tender documents,, the tenderer should attach a Demand Draft drawn from a nationalized bank in favour of "RailTel Corporation of India Ltd", payable at Secunderabad, 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/2016-17/125 dt.18.3.2016.**

1.2 Tender cover 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 **15.00 hrs. on 25.04.2016.** The Tender 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:

a. Tender form is not transferable and the tender should be submitted by the party in whose favour the same has been issued or sold.

- b. Tenderers, other than those submitting their offers in downloaded tender documents, should quote in the prescribed form, duly filled in and signed, accompanied with the signed Tender documents. Tenderers, falling in this category, may also quote in their own letter-head, accompanied with signed tender documents. For such offers without signed tender documents, the RailTel reserve their right to ignore the same. However, these may be considered on merits in deserving cases. In the event of placement of orders on such Tenderers, they shall have to sign the Tender documents (sent by the RailTel or subsequently on payment) as token of acceptance of General and Special Conditions of Tender and Standard Conditions of Contract, before placement of orders on them.
- c. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- d. 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.
- e. 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 Railways for availing themselves of the lower rates of the two.
- f. 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 Tender 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. 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. However, small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Document and EMD. Valid documents i.e., registration of NSIC should be provided for this to get exemption from submission EMD.

Earnest Money of unsuccessful tenderers shall be returned & that of successful tenderer after supply of the material.

2.2 EMD should remain valid for a period of 90 days beyond the final bid validity period.

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 Administration 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 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer shall within a period of 15 days deposit an amount equal to 5% of contract as Security deposit for due fulfillment of the contract.

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

- (a) Bank draft
- (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser.
- (c) FDR

3.3 The Security Deposit will bear no interest.

3.4 The Instruments for security deposit should be valid for three months beyond the defects liability/warranty period. On successful completion of defect liability/warranty period and on certification of concerned RailTel engineer, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

4.0 CONTRACT PERFORMANCE GUARANTEE (PBG)

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

4.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 (fifteen) days after issue of LOA/PO and Performance Guarantee should also be submitted within this time

limit. The Instruments for Performance Guarantee should be valid for three months beyond the completion period.

- 4.3 Performance Guarantee shall be released after satisfactory completion of the work.
- 4.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.
- 4.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 4.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

5.0 LATE TENDERS:

Late and delayed tenders will not be accepted.

6.0 ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

For Open Tenders and Special Limited Tenders, 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. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

7.0 GENERAL

- 7.1 All corrections and over-writing must be attested
- 7.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer.
- 7.3 No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation.
- 7.4 In all matters of dispute, the decision of the Regional General Manager, Southern Region, Secunderabad shall be final and binding
- 7.5 Tenderer while quoting may specifically note the following: -
 - a) All prices shall be inclusive of all taxes/duties/Freight as applicable at present.
 - b) During the currency of the tender, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. **Tenderer must submit the taxes / duties structure considered by him while quoting the rates in a separate sheet and it should be comply with their offer given at SOR of this tender document.**
- 7.6 Other Particulars to be enclosed along with tender:

Following details should also be enclosed along with the tender:-

i) Performance statement for execution of same or similar orders. Supporting documents are to be enclosed.

ii) Details of the establishment, manpower etc., available shall be indicated.

iii) Complete Tender documents duly signed on each page in token of acceptance. iv) Proof for having paid EMD.

7.7 Delivery Period:

Purchase Order/LOA.

8.0 TERMS OF PAYMENT:

See Chapter V (General Tender Conditions) Para 1.2.

9.0 Consignee: Sr.Manager/Stores/RailTel of respective areas.

10.0 Paying Authority: Bill passing officer is General Manager, RailTel and bill paying officer is General Manager/Finance.

11.0 PAN: VAT TIN, PAN, Sales Tax & Service Tax Regd. No details to be mentioned on the bill for arranging payment.

12.0 Rate, Taxes & Duties

12.1 The price quoted should be firm and inclusive of all taxes (service tax, Swachh Bharat tax, etc..). The offer should be inclusive of packing, forwarding, freight & insurance charges. However, the detailed breakup of the taxes, duties and other charges should be indicated clearly.

12.2 If the tenderer happens to quote a composite price, due break-up is to be given showing freight and forwarding charges separately. If necessary, please use a separate sheet, wherever required. 12.4 Wherever Value Added Tax is applicable, the following may be noted:

a) The tenderer should quote the exact percentage of VAT that they will be charging extra.

b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/ input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for. If any surcharge on tax is applicable the same should be indicated clearly.

12.5 Octroi Exemption Certificate:

The purchaser will not bear any octroi charges, and if required will issue octroi exemption certificate only. In the event of octroi exemption certificate not being honoured by the concerned municipal authority, and octroi charges become payable, the charges towards Octroi can be claimed from RailTel.

12.6 Validity:

Tenderers are to keep validity of their offer open for a minimum period of 90 days.

13.0 Technical and Financial Eligibility: -

Tenderer must be a reputed registered transport agency. Tenderer must have completed similar nature of work, successfully and satisfactorily of values as indicated below:

(a) Tenderer must have completed successfully and satisfactorily at least one similar work costing not less than 35 % of the value of tendered work during the preceding three years (i.e. current financial year 2015-16 and three previous financial years 2012-13, 2013-14, 2014-15).

(b) The total contract amount received by the tenderer during the last three years i.e., 2012-13, 2013-14, 2014-15 (i.e. current financial year 2015-16 and three previous financial years) as per current ITCC/Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work.

14.0 Deleted

15.0 Evaluation Criteria:

- i) 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.
- ii) Inter-se position of the offers will be determined on Total Unit Rate basis which will include basic rate, ED, Educational Cess, Sales Tax (Local/VAT), Packing charges, Forwarding charges, Installation and commission charges, freight, insurance and any other charge or cost quoted by the tenderer.

16.0 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.

17.0 UNIT PRICES

17.1 The prices quoted by the Tenderer shall include incidental charges for transport, loading/unloading and handling of materials. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, banker's charges for Bank Guarantee, Indemnity Bonds inclusive of cost of Stamp etc.

17.2 The prices quoted by the tenderer shall include costs towards Administration of Contract, Insurance Premium, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials, Road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site.

17.3 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.

17.4 All taxes, duties and levies (Including octroi etc.) arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule.

17.5 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.

17.6 The price shall be firm in Indian Rupees

17.7 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

However, the taxes, duties and other statutory levies/charges shall be payable as per actual at the time of delivery based on documentary evidence.

18.0 Clause wise Compliance

18.1 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.

19.0 FORCE MAJEURE CLAUSE

If at any time during 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 or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given 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.

20.0 ARBITRATION:

- 20.1 Any dispute or differences of any kind whatever arising in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandoned or breach of the Contract) shall be referred to and settled by the sole arbitrator in accordance with the provisions contained in arbitration and conciliation Act, 1996.
- 20.2 The sole arbitrator shall be appointed by the CMD of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at time after execution hereof to the appointment of the arbitrator by the CMD of RailTel corporation of India Limited including that the person appointing the arbitrator is connected to and / or employed with RailTel Corporation of India Limited.
- 20.3 The venue of the arbitration shall be Hyderabad . The arbitration proceedings shall be conducted in English and the cost of the arbitration shall be borne between the parties in equal proportion.
- 20.4 The arbitrator shall give a reasoned award, which shall be binding on the parties.
- 21.0 TIME AND ORDER OF COMPLETION AND LIQUIDATED DAMAGES:**
- 21.1 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.
- 21.2 Both the parties agree that in respect of obligations undertaken by each of them under this Agreement, **time is the essence.**
- 21.3 **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.
- 21.3.1 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.
- 21.3.2 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%.

22 CONCESSIONS TO MSE UNITS

- 22.1 As per the guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centres or Khadi & Village Industries

Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the RAILTEL (Corporate Office) and the following concessions are allowed for these units.

22.2 Supply of Tender Documents

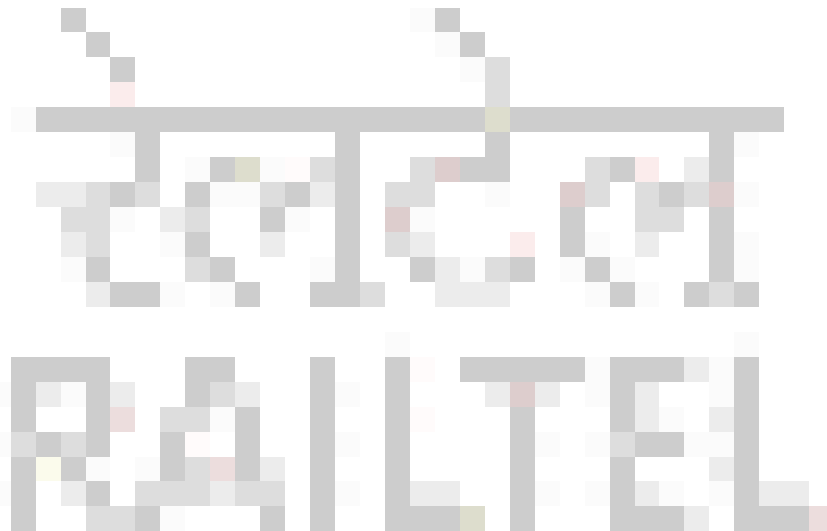
The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.

22.3 Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSE units registered with bodies as detailed in para above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE.

22.3.1 A proof regarding current registration with bodies as detailed above for the tendered items will have to be attached alongwith the bid.

22.3.2 The enlistment certificate issued by bodies as detailed in the above para should be current & valid on the date of opening of bid.



CHAPTER-III

OFFER LETTER

To
RailTel Corporation of India Limited,
2nd. Floor, B_Block, Rail Nilayam,
Secunderabad_500 071.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offerquoted in the attached schedules and hereby bind myself/ourselves to complete the supply within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.60,000/- (Rupees Sixty Thousand only) as an Account Payee Demand Draft No. _____ dt. _____ issued by _____ in favor of RailTel Corporation India Ltd. Secunderabad is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S)

ALONG WITH SEAL

Date

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER-IV

Annexure -1

Schedule of Requirement

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 six states (Telangana, Andhra Pradesh, Karnataka, Tamilnadu, Kerala and Maharashtra) in India for RailTel Corporation of India Ltd., Southern Region internal transactions as per terms and conditions at Annexure -A

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						
From / To	Telanga na	Andhra Pradesh	Karnataka	Tamilnadu	Kerala	Maharashtra
Telangana	6.00	6.00	7.00	7.00	8.00	7.00
Andhra Pradesh	6.00	6.00	7.00	7.00	8.00	7.00
Karnataka	7.00	7.00	6.00	7.00	8.00	7.00
Tamilnadu	7.00	7.00	7.00	6.00	8.00	8.00
Kerala	8.00	8.00	8.00	8.00	7.00	9.00
Maharashtra	7.00	7.00	7.00	8.00	9.00	6.00

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

Note:

1. The percentage rate Quoted should be inclusive of all taxes except service tax and is considered only with the terms and conditions.
2. The percentage should be quoted for all items mentioned above.
Partial offers are liable for rejection. No deviation in terms and conditions is accepted.

Signature of Tenderer with Seal

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 : If the Lift Facility is not available delivery charges	Ground Floor
		Rs. 0.25 per kg extra for First Floor
		Rs. 0.50 per kg extra for Second 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	Service Tax	Extra as per the Government Norms
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	Transit Insurance	Insurance Policy will be arranged by RailTel and certificate of Fact shall be arranged by contractor/transporter in case of any incident.
17	Security Deposit(SD)	The contractor has to submit SD in form of DD/FDR for 5% value of tender accepted value in favor of RailTel Corporation of India Ltd from any Nationalized /Schedule Bank valid for 26 months within one week from date of LOA and will be returned satisfactory completion of contract
18	Agreement	Successful tenderer has to be entered in to agreement within 15 days from the date of issue of LOA.
19	Work Orders	Work orders will be issued by respective Territories during validity of contract as per requirement
20	Terms of payment	100% on completion of each work on work order basis & on certification of consignee. Payment will be made through NEFT/RTGS
21	Bill Passing & Paying Authority	Concerned Territorial Head/Functional Head will be the Bill passing authority and GM/Fin/SR will be paying Authority.
22	Identity Cards	Staff of Contractor should have ID Cards for entering in RailTel/Railway premises for material transportation purpose.
23	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.
24	Termination of Contract	RailTel reserves the right to interrupt and terminate the contract at any time after giving one month's notice should in RailTel's opinion the cessation of work become necessary, owing to paucity of funds of the contractor, the contractor inability to perform, non-possession of loading, unloading transportation arrangement, frequent failure of targeted deliveries & frequent mishandling of freight. The Security Deposit should be forfeited in case of termination.
25	Settlement of Dispute & Arbitration	will be dealt in accordance with provisions contained in Arbitration and Conciliation Act 1996 and venue will be Secunderabad
26	Force Majeure	both the parties agree that neither party shall be liable for each other for delay or non-performance of

	respective obligations in the event beyond the control of each party which can be termed as force major
27	<p>VAT TIN No., PAN No. & Service Tax Regd. No. should be mentioned on Bill for arranging payment. Break up of taxes must be shown on the bill.</p> <p>Bank Details i.e. Bank name, Branch address, IFSC Code and contractor Bank A/c no to be mentioned on the bill without which payment cannot be released</p>

Signature of Tenderer with Seal

**WORLDWIDE
RAILTEL**

CHAPTER V

GENERAL TENDER CONDITIONS

1.0 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:

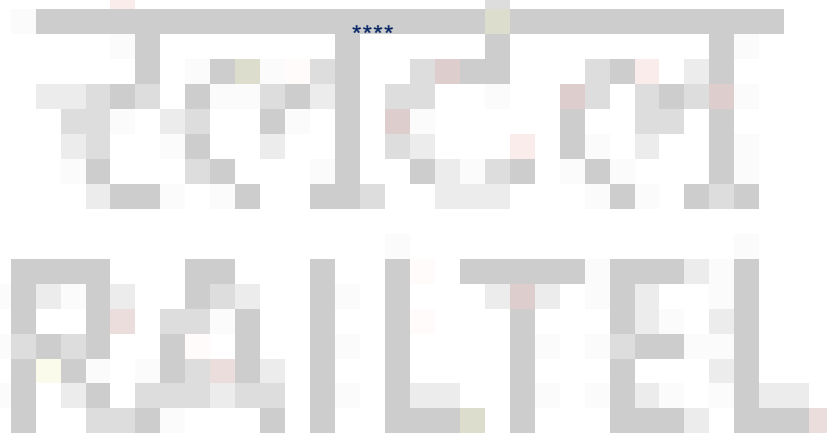
1.2.1 95 % of the value of the on receipt of materials and accompanied with the following

- Invoice
- Delivery Challan
- Consignee receipt

1.2.2 Balance 5 % of the value towards security deposit of the order on completion of the work period or on submission of Material Bank Guarantee of equal amount valid for equivalent period.

1.3 Purchaser's right to accept any Bid and to reject any or all Bids :

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.



CHAPTER VI

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

0119. "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 premises , 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 for the Purchaser,
 - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (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.

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 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 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

2301The 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 :

- 1) 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.
- 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 **Secunderabad.**
- 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.

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 BACK 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.

WORLD

AWILTEL

CHAPTER - VII

ANNEXURE 'A'

GUARANTEE BOND PROFORMA FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., SECUNDERABAD (Herein after called RailTel) having agreed to exempt ----- (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an LOA/PO/ Agreement No-----dated ----- made Between Regional Executive Director, RailTel Corporation of India Ltd Southern Region, Secunderabad 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. ----- only. We ----- (indicate the name of the Bank) herein after referred to as "the Bank") at the request of ----- Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs.----- Against any loss or damage caused to or suffered or would be caused to or Suffered by the RailTel by reason of any breach by the said Contractor(s) of any if 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 starting that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding RS-----
3. We,-----Bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. the payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
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,-----(Name of the 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. -----(name of the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated _____ day of _____ 2015

For -----
(Name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

5. We Bank further agrees that the guarantee herein contained shall not be effected by any change in the constitution of the said contractor.

Datedday of

for.....Bank

ACCEPTED

For on behalf of the President of India.

PROFORMA FOR STATEMENT OF DEVIATIONS

- (1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks (including justification)
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- (2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)
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Signature and seal of the
Manufacturer/Tenderer.

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".