



**RAILTEL CORPORATION OF INDIA LIMITED**

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

**TENDER DOCUMENT**

Tender Nos: RCIL-ETender-19-20-MAS-27

**Name of the Work**

Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works over RailTel's MAS Territory



# 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](http://www.railtelindia.com), Tel: 040-27821134 Fax: 27820682,  
Corp.& Regd.Office: 10<sup>th</sup> Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

## OPEN TENDER NOTICE

Tender Notice No. RCIL-ETender-19-20-MAS-27 Dt.11.06.2019

RailTel Corporation of India Ltd., Secunderabad invites e-tenders from established contractors with proven experience for the work of "Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works over RailTel's MAS Territory as detailed below.

Tender No	Territory	Area/ Division/Zone	Tender Estimated Value inclusive of GST@18% (In Rs)	EMD (In Rs)	Tender Cost (In Rs)
RCIL-ETender-19-20-MAS-24	MAS	Chennai	57,53,692	1,15,100	5,600
RCIL-ETender-19-20-MAS-25	MAS	Madurai	24,04,982	48,100	3,360
RCIL-ETender-19-20-MAS-26	MAS	Salem	24,04,982	48,100	3,360
RCIL-ETender-19-20-MAS-27	MAS	Trichy	24,04,982	48,100	3,360

Details		
a)	Start Date for downloading the Tender	11.06.2019
b)	Pre-Bid Conference	Deleted
c)	Closing Date for downloading the Tender	12.07.2019, 12:00 hrs
d)	Closing date for Submission of E-Bids	12.07.2019, 15:00 hrs
e)	Date of opening of E-Bids	12.07.2019, 15:30 hrs
f)	Approx. Estimated Cost of Tender	<b>As mentioned above</b>
g)	Earnest Money Deposit (EMD) #	As mentioned above
h)	Cost of Tender Document #	As mentioned above
Cost of Tender and Earnest Money (EMD) shall be submitted through online in IREPS e-procurement portal.		

### Eligibility Criteria per Tender:

Tenderer must have completed successfully and satisfactorily at least one single similar work costing not less than 35 % of the advertised tender value of work 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.

The total contract amount received by the tenderer during the last three years and current financial 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 15 of Section II chapter I of tender document.

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

The tender offers are deemed to be valid for acceptance for a period of 60 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tender bids without submission of Cost of tender & EMD /with insufficient EMD will be summarily rejected#.

**Note: #\***

1. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
2. Tenderer can quote for one/ two/all Tenders separately as per format given in schedule of requirement. Each Tender shall be treated as independent tender and evaluated accordingly. If tenderer quotes for more than one tender, tenderer should submit that as many no of EMDs and separate supporting documents towards eligibility criteria as mentioned above against tenders. Awarding one or more than one or not awarding of any tender is at the sole discretion of RailTel)

Sd/-  
(S. Rajasekhar)  
General Manager/Projects/SR  
RailTel Corporation of India Limited, Secunderabad

INDEX SHEET

SECTION	CHAPTER	SUBJECT
<b>I</b>	1	PREAMBLE
	2	SCHEDULE OF REQUIREMENTS
<b>II</b>	1	INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING
	2	SPECIAL CONDITIONS OF CONTRACT
	3	FORMS OF TENDERS, ETC
<b>III</b>	1	OFC SYSTEM ON 25KV AC TRACTION AND GENERAL SCHEME OF OFC SYSTEM
	2	ROUTE SURVEY FOR OPTICAL FIBRE CABLE & SPECIFICATION FOR STABILIZER : Deleted
	3	TECHNICAL SPECIFICATION AND INSTRUCTIONS FOR TRENCHING & LAYING
<b>IV</b>	1	DRAWINGS

**Section Online****Chapter -1****1. This tender is processed as E-Tender****2. Submission of Bids only through online process is mandatory for this Tender**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-procurement system (IREPS).

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

**3. Tender Bidding Methodology:**

Sealed Bid System - 'Single Stage - Single Envelope': In this, bidder has to submit the Technical as well as financial bid / Price Bid in single envelope **"ONLINE"**.

**IREPS Helpdesk**

Please visit Helpdesk section on IREPS Portal.

**RailTel's Contact Person & Designation**

Mr. Ravi Kumar,

Sr. Manager/Impl/SR

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

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

**4. Broad outline of submissions are as follows:**

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

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

**5. Offline submissions :**

- i. The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 2<sup>nd</sup> 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 shall be submitted through IREPS Portal.**
  - b) **Cost of tender shall be submitted through IREPS portal**
  - 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) 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 as per clause No. 16.1 (i) instructions to tenderers section II chapter I
  - e) Notarized Affidavit in original to be submitted as per clause No. 16.1 (ii) instructions to tenderers section II chapter I

- f) The Tenderer should submit Pass Phrase, if applicable, before due date and time of opening of tender.
- g) Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below

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

#### **6. Submission of Eligibility Criteria related documents**

Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall also be **scanned and submitted ONLINE. Hard Copy of these documents shall also be submitted in RailTel before Tender opening date & time. Bids received without submission of eligibility criteria supporting documents will be summarily rejected.**

**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).

#### **7. Instructions for Tender Document TO THE BIDDERS**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on IREPS Portal <https://www.ireps.gov.in/>.

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

#### **8. Submission of Offers and Filling of Tender:**

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

#### **9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.**

#### **10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.**

#### **11. Addenda / Corrigenda: Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.**

12. Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.

13. Bid submission and Opening date

13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. **Other Instructions**

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

15. **Additional Instructions: Please note**

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

All columns should be filled and blank columns if any should be marked as NIL.

Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

Bids received after due date and time shall be summarily rejected and shall not be opened



## SECTION – I Chapter -1

**Preamble****Tender Nos: RCIL-ETender-19-20-MAS-27** Dated 11.06.2019

1. **Name of work:** Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works for RailTel MAS Territory as per schedule of requirement:

Tender No	Territory	Area/ Division/Zone	Tender Estimated Value inclusive of GST@18% (In Rs)	EMD (In Rs)
RCIL-ETender-19-20-MAS-24	MAS	Chennai	57,53,692	1,15,100
RCIL-ETender-19-20-MAS-25	MAS	Madurai	24,04,982	48,100
RCIL-ETender-19-20-MAS-26	MAS	Salem	24,04,982	48,100
RCIL-ETender-19-20-MAS-27	MAS	Trichy	24,04,982	48,100

1.1 RailTel/ Southern Region cover all the Southern Indian States (the three Railways i.e. South Central Railways, South western Railways and Southern Railways.) Across the States and Railways, various Telcos have their MSCs and BSCs or for other customer connectivity, OFC cable is to be laid up to the customer premises called Last Mile connectivity (LMC)

1.2 The entire Southern Region of RailTel has been divided into four Territories. They are;

- i. Secunderabad Territory (SC)
- ii. Chennai Territory (MAS)
- iii. Bangalore Territory (SBC)
- iv. Ernakulum Territory (ERS/Kerala)

1.3 Each Territory is divided into Division / Zone / Area. Details of MAS Territory are tabulated below:

i. Tender no. RCIL-ETender-19-20-MAS-24

Territory	Area/ Division/Zone	Jurisdiction (covered area)
Chennai (MAS)	Chennai Division	Egmore, Tambaram, Chengalpattu, Kancheepuram, Arakkonam, Tiruvallur Chennai Central, Tindivanam, Villupuram, Katpadi, Jolarpet, Tiruvannamalai

ii. Tender no. RCIL-ETender-19-20-MAS-25

Territory	Area/ Division/Zone	Jurisdiction (covered area)
Chennai (MAS)	Madurai Division	Tirunelveli, Tenkasi, Rajapalayam, virudhunagar, Tuticorin, Rameswaram, Dindigul, Palani

iii. Tender no. RCIL-ETender-19-20-MAS-26

Territory	Area/ Division/Zone	Jurisdiction (covered area)
Chennai (MAS)	Salem Division	Erode, Dasampatti, Tiruppur, Coimbatore, Namakkal, Pollachi

iv. Tender no .RCIL-ETender-19-20-MAS-27

Territory	Area/ Division/Zone	Jurisdiction (covered area)
Chennai (MAS)	Trichy Division	Virudhachalam,Cuddalore, Myladuthurai,Nagur, Karaikkal, Tanjavur, Thiruvapur, Manaparai, Karur

- 1.4 In order to Provide Optical Fibre connectivity to different customers of RailTel from nearest RailTel's POP expeditiously, RailTel Southern Region- intends to award Zonal Contract for execution of works **as and when required** in the **Territories of RailTel**.
- 1.5 The approximate quantities of different items of OFC related works which are expected to be executed during currency of the contract is given in SOR. (Section: I).
- 1.6 The quantities given in the Schedule of Requirement (SOR) are only indicative one to give an idea to the tenderer of the total volume of work which is expected to be executed **in two years of the contract** in Secunderabad, Bangalore, and Chennai Territories as applicable. The quantities of SOR will be executed at the rates finalized through this tender from time to time depending on the actual requirements of works in the Zones through separate Work orders which will be issued by respective Managers-in-charges. Total quantities during the contract period of two years may vary as per the clause 32 of the section-III. if sufficient work is not generated and Works Order not issued, successful tenderer will not have any claim for any unexecuted work. Items have been enlisted in SOR to complete last mile/rectification work and , all the items may not be required in one PO/WO Order.
- 1.7 RailTel reserves the right to issue PO on site condition and performance of contractor. RailTel can issue PO to other agency on case to case basis and depend upon urgency.
2. **Scope of work:** The broad responsibility of the contractor under the scope of work for this tender shall be as under:
- 2.1 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications except;
- i. OFC
  - ii. HDPE Duct.
  - iii. FDMS
  - iv. Racks
  - v. Power Plant.
- 2.2 **Services/Works:** (i) O/H **OFC** laying, Trenching, laying, splicing, termination, testing and commissioning of Optical Fiber Cable for providing Last Mile Connectivity from RailTel POP or as specified by RailTel site in charge to different customers of RailTel as per specifications given in Tender document.  
(ii) Obtaining **ROW** permission from the local/Govt authorities. (Required ROW charges will be paid at actual by the RailTel). The original Receipt for the full amount of the ROW charges should be submitted to the RailTel.
3. **Tender Bid** The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to Regional General Manager (Southern Region), RailTel Corporation of India Ltd, II floor, 'B' block, Rail Nilayam, Secunderabad-500 071 **Awarding or not awarding of any tender is at the sole discretion of the RailTel Corporation of India Ltd.**
4. **Schedule of Requirements (SOR):** The **SOR** are **Schedule items** for which Tenderer shall quote a percentage (both in figures and in words) as per format given at the end of SOR.

5. **Tenderers are required to read the following instructions carefully.**

- 5.1 **Validity of the Zonal Contract** shall be 2 (two) years from the date of issue of LOA/PO but can be extended for further period of one year on the same terms & conditions.
- 5.2 This extended period will be used to complete the balance item of work or for work order given in the 23<sup>rd</sup> /24<sup>th</sup> month of the contract. The work awarded to the Zonal Contractor shall be executed strictly as per technical specification of the tender document.
- 5.3 The rates of SOR should be quoted in percentage (**above/ below/at par**).
- 5.4 **Tenderer shall submit separate Tender Document duly filled in quoted by them accompanied with requisite Earnest Money deposit (EMD) as prescribed in Para-13 of Preamble. The tender document should be sealed in a cover duly superscripted**
- i. **Tender No**
  - ii. **Tender Name& Zone**
  - iii. **Date of Opening**
- 5.5 Wherever a work arises, the Work order will be issued by the Manager-in-Charge of the work directly to the contractor during currency of the contract. **Each such work order may or may not contain all the items of the SOR**
- 5.6 The time of completion of each work order shall be 10 days or as specified in the relevant work order.
- 5.7 Timely completion of the work is the essence of the contract and paramount importance to RailTel and any extension would be considered only in exceptional circumstances.
- 5.8 In case the contractor fails to execute the work in specified time the penalties will be imposed as per the tender conditions. RailTel reserves the right to terminate the work order after issue of 7 days notice. The security deposit submitted by the contractor will be forfeited if the work order is terminated on contractors account. RailTel may also delete the name of such contractor from the approved list of contractor.
- 5.9 Liquidated damages shall be imposed at the rate of 0.5 % per week or part thereof (rounded off to the nearest whole number) of the total value of the **work order**, subject to a maximum of 10% of the value of the work order.
6. **Tender offers:** The tenderers are required to quote **percentage rate**. The quote shall be in figures and words. If there is any discrepancy in the quoted rate between figures and words, the rate quoted in words will be taken as final.
7. **Cost of Tender Book per tender: Rs. 3360/-** (inclusive of **GST@12%**) towards cost of tender book to be submitted in form of Demand Draft from any scheduled bank in favour of RailTel Corporation of India Ltd., payable at Secunderabad.
8. **Qualifying Criteria** For participating in the tender, the contractor shall be required to meet the eligibility requirements as given in **Para 15 of Chapter-1 of Section-II** (Instructions to Tenderers and Conditions of Tendering) of the tender document.
9. **Last date of Submission:** The tender shall be received up to 15.00 hrs of 12.07.2019 at the Office of the Regional General Manager (Southern Region), RailTel Corporation of India Ltd, II floor, 'B' block, Rail Nilayam, Secunderabad-500 071
10. **Date of Opening of Tender:** The tender will be opened at 15.30 hrs on 12.07.2019 at the same address as mentioned above.
11. **Completion period:** The time of completion of each work order shall be 10 days or as specified in the relevant work order

12. Address to which correspondence and documents relating to the **Contract** should be sent:
- i. **SC Territory:** RailTel Corporation of India Ltd, 2<sup>nd</sup> Floor, B-Block, Rail Nilayam, Secunderabad -500071
  - ii. **Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 5 Chapter I Section II**
13. **Security Deposit: @5% of contract value will be deducted from contractor's on account bills** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Security Deposit for due fulfillment of contract.
14. **PBG:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 30 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Performance Bank Guarantee for due fulfillment of contract.
15. **Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification (Section III chapter 3 of tender document). The work shall be executed in compliance with all the technical requirements given therein.
16. **Schedule of Requirement:** The various items to be supplied and works/services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter 2). The tenderer is advised to quote for all the items. The make and model of all the equipments proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.
17. **As made drawings:** as per specification if any
18. **Materials to be supplied by RailTel: OF Cable, HDPE Pipe, FDMS, Racks, Power Plant**
- Note: The material shall be supplied from available Stores at nearest RailTel HQ. The successful tenderer has to make his own arrangements to transport the material to site and no payment shall be made on this account.**
19. **Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that no material except items mentioned in para 19 above shall be arranged/supplied by RailTel for commissioning the work. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective as required are to be supplied by the contractor.
20. As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
21. **Maintenance Support:** The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.
22. In all matters, decision of Regional General Manager (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.

**TENDERER DATA SHEET (BID DATA SHEET)****For**

Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works as per scope of work, Schedule of Requirement and Specifications (Tender Nos: RCIL-ETender-19-20-MAS-27 dt.11.06.2019)

S No	clause reference	Description	Remarks(Yes/No)	Page no
<b>Cost of Tender &amp; EMD Particulars</b>				
1	EMD as per NIT/ Preamble	Whether EMD submitted online in IREPS portal ?		
2	Cost of tender as per NIT / Preamble	Whether cost of Tender document submitted online in IREPS portal ?		
<b>Technical Eligibility Criteria</b>				
3	cl.no. 15 & 15.2 section II chapter I for single similar work execution of 35% of tender advertised value	Whether work completion certificate as per Form no 2 as mentioned in the page no -- of the tender document has following information.	submitted certificate  Yes / No	
(a)		Contract agreement No./WO no is for a single work ? If yes, 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 executed equal to or more than 35% of advertised tender value?		
(e)		Whether work executed in user form no.2 is similar to the work experience as mentioned in clause no 16 instructions to tenderer section II Chapter I of tender document)		

<b>Financial eligibility criteria</b>				
4	cl.no.15 & 15.3 section II chapter I for turnover of 150% of tender advertised value	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the financial year (2016-17),(2017-18) and (2018-19) and current year (2019-20) are enclosed ?		
4.1		Whether Copy of PAN, GST Registration certificate submitted?		
<b>Notarized Affidavit</b>				
5	cl.no.16.1 (ii) section II Chapter I	Whether Affidavit is submitted in <b>Original and Notarized?</b>		
5.1		Whether Submission of <b>Affidavit is as per format as enclosed in form no 11 /Annexure-A</b> vide <b>page no 54</b> of tender document?		
5.2		Whether the <b>signature of deponent in the affidavit is the same person whose name is mentioned the first sentence of affidavit</b> giving the undertaking?		
5.3		Whether <b>Deponent has signed both affirmation and verification statement of affidavit?</b>		
<b>Power of attorney, constitution of Firm and Memorandum of Association</b>				
6	cl.no.7 instructions to tenderers section II chapter I	Whether <b>Power of attorney in non-judicial stamp paper worth of Rs 100/-</b> enclosed with Tender is in <b>proper format and notarized?</b>		
7		Whether Power of attorney is mentioning <b>"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?"</b>		
8		Whether <b>Partnership deed, Memorandum of Joint Venture as the case may be</b> if applicable is enclosed for partnership firm? If not applicable, then it should be mentioned as <b>"NOT APPLICABLE"</b> under remarks column.		

9		In case, clause no 7 regarding partnership firm, is not applicable, whether <b>relevant document</b> regarding <b>Proprietary firm</b> is enclosed?		
10		Whether <b>Constitution of Firm and article of association document</b> enclosed with Offer?		
<b>Signing of Tender document and supporting document in all pages</b>				
11	Vide Clause no. 16.1(i) instructions to tenderers section II chapter I of the tender document	Whether <b>authorised person Signed all pages of tender document including all supporting documents</b> in the tender?  Whether documents supporting the claim of qualifying the laid down eligibility criteria <b>are declared explicitly</b>		
<b>Clause wise compliance and deviation statement</b>				
12		Whether clause wise compliance to the tender condition and statement of deviation Form- No. 5 enclosed?		

**Note:**

1. All scan copies of documents listed above shall be submitted online
2. Hard copies of above documents (including listed at cl.no.8 & 9 of online section) to be submitted offline before due date & time of tender opening to the tendering authority

**Bidder Organization data:**

1	Name of the Organization	:
2	Name of the Authorized Person Submitting the Tender Documents (Submit the proof of authorizing the person to sign the tenders by the company on its behalf)	
3	Main line of Business	
4	Years of Experience	
5	Location (indicate address, tel.no., fax and the year from which they are operating in that location)	
6	Contact person	
7	Address	
8	Tel. No.	
9	Fax No.	
10	E-mail ID	

Place

Date

(Signature of the Tenderer with Seal)

**SCHEDULE OF REQUIREMENT****Tender No: RCIL-ETender-19-20-MAS-27****Name of the work:** - Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works**Zone/Division/Area:** MAS Territory: Trichy Division

S No	Description (SAC code for all line items is 998734)	Unit	Qty	Base Rate	Base Amount	GST@18%	Total Amount inclusive of GST@18%
A	B	C	D	E	F	G (E*F)	H (D*G)
1	Drawing of 12F Armoured OFC on the electrical poles using suitable fixtures (as per the type of electrical poles) or through already fixed/laid PVC/GI/HDPE pipe. After completion of drawing of OFC, the OTDR reports for all the 12 fibres and the route diagram should be submitted. In case an fiber break/high loss at the time of drawing, the same shall be rectified by the Agency.	Mtrs	7500	8.03	60225.00	10840.50	71065.50
2	Drawing of 12F/24F OFC inside the Bldg premises include fixing of GI pipe, flexible pipe and other protections as required with proper clamping. Drawing of OFC through the building duct, false ceiling, false flooring with proper protection.	Mtrs	1200	87.7	105240.00	18943.20	124183.20
3	Splicing and termination of OFC cable- 12F OFC	Nos	15	2610.08	39151.20	7047.22	46198.42
4	Splicing and termination of OFC cable- 24F OFC	Nos	23	5220.15	120063.45	21611.42	141674.87
5	Splicing and termination of OFC cable- 48F OFC	Nos	8	10962.32	87698.56	15785.74	103484.30
6	Repair of existing OFC Terminal Joint (24 Fiber). This includes Splicing of all the 24 Fibers./dropping of fiber/pigtail as required.	Nos	38	3883.79	147584.02	26565.12	174149.14
7	Splicing (48 Fibre) inside already prepared jointing pit. This does not include provision of Joint chamber. The joint Enclosure shall be as recommended in the Technical specification.	Nos	30	14251.01	427530.30	76955.45	504485.75
8	Excavation of jointing/loop pit, provision of RCC joint/loop chambers of 1.1.2 mts dia, 60 cm height and 50 mm thickness with 2 pieces top cover and bottom cover	Nos	15	3685.43	55281.45	9950.66	65232.11

	with holes for drainage (Reinforcement drawing will be as per technical specification) this includes backfilling and ramming of the trench after the cable laying of soil as per plan or as advised by RailTel Engineer filling up of sand complete in jointing chamber including transportation of joint chamber to site at every KM in the section. [As per the drawing enclosed]						
9	Supply, Installation & Erection of FRB Chamber (900mm x1000mmx1000mm) Load -20 ton	Nos	8	15362.91	122903.28	22122.59	145025.87
10	Trenching to a depth of 1mtr below rail/Road/Platform level , placing of G.I.Pipe( as per IS 1239 pt.I & pt.ii), 50 mm dia.(inside) in the trench made, backfilling and ramming	Mtrs	150	801.82	120273.00	21649.14	141922.14
11	Supply & laying of 50 mm dia GI Pipe 7.311IS1239 medium grade with holes drilled as an anti-theft measure coupling etc. on bridges/trenches/other surfaces with CC at every 1m as per drawing. Concreting/Chipping rates shall be separate as per item 24/22	Mtrs	150	404.04	60606.00	10909.08	71515.08
12	Laying of HDPE duct in trenches. Supply and pulling of nylon rope through it	Mtrs	1500	7.31	10965.00	1973.70	12938.70
13	Blowing/pulling of 12F/24F through the existing empty Duct/GI pipe. Duct/GI pipe is buried in the ground	Mtrs	1500	7.31	10965.00	1973.70	12938.70
14	Blowing/pulling of 12F/24F through the existing the Duct/GI pipe and OFC is present in the Duct/GI pipe. The existing OFC has to be pulled out and the new OFC has to be blown/ Pulled. The Duct/GI pipe is buried in the ground.	Mtrs	1500	11.48	17220.00	3099.60	20319.60
15	Supply and installation of RCC route markers	Nos	15	252.66	3789.90	682.18	4472.08
16	Transportation of OFC/HDPE duct drum	Drum KM	1500	20.88	31320.00	5637.60	36957.60
17	Installation of battery bank, battery charger and wiring of power supply with necessary accessories. This include transportation of said material from the RailTel stores/location of that particular	LS	8	3132.09	25056.72	4510.21	29566.93

	location						
18	Installation of Rack,FDMS.This include transportation of said material from the RailTel Stores/location of that particular location	LS	8	2088.06	16704.48	3006.81	19711.29
19	Supply of 6F unarmoured OFC	Mtrs	7500	12	90000.00	16200.00	106200.00
20	Supply of Cat6 cable	Mtrs	3750	17	63750.00	11475.00	75225.00
21	Supply and installation of 6U rack wall mountable rack including power manager	Nos	38	3800	144400.00	25992.00	170392.00
22	Supply and installation of RCC chamber	Nos	38	7299.82	277393.16	49930.77	327323.93
	<b>Total</b>	<b>(Rupees Twenty four lakh four thousand nine hundred and eighty two only)</b>					<b>24,04,982/-</b>
Contractor %age on Total amount of SOR (at Par, Below, Above) in Figures & words							Shall be filled online in IREPS portal only
<b>Grand Total Value after Contractor %age in words</b>							

**Note:**

1. If there is any discrepancy in the Quoted rates both in figures and words, the rate Quoted in words will be taken as final.
2. Break-up of taxes to be specified in a separate sheet showing Basic Price, GST@ and others if any etc.
3. Since it is percentage basis tender, each SOR item applicable the same percentage quoted by the contractor for concluding base rates

**Signature of Tenderer with Seal**

Chapter 1. Instructions to Tenderers and Conditions of Tendering

Chapter 2. Special Conditions of Contract

Chapter 3. Forms of Tenders etc.

## SECTION - II CHAPTER - 1

### INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

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2. **Interpretations**
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16. **Meaning of similar Work**
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**SECTION - II**  
**CHAPTER-1**

**INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING**

**1. GENERAL INSTRUCTIONS**

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad -500071 from established and reliable contractors for the work of Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works.

1.1 The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".

1.2 **Tender offer:** The tenderer(s) are required to quote **percentage rate** both in figures and words as indicated in the schedule. If there is any discrepancy in the rate quoted between figures and words, the rates quoted in words will be taken as final

**2. INTERPRETATIONS**

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

"**CONTRACT**" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.

"**CONTRACTOR**" Means the successful Tenderer, i.e., the Tenderer whose Tender has been accepted either in whole or in part.

"**CONTRACTOR'S REPRESENTATIVE**" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser's Engineers and carry out the same.

"**ENGINEER / ENGINEER-IN-CHARGE**" Shall mean an executive of RailTel In-charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.

"**ENGINEER'S REPRESENTATIVE**" Shall mean the supervisor of RailTel in direct charge of the works.

"**EQUIPMENT**" Means all or any equipment considered necessary by the Purchaser's Engineers for satisfactory operation, as a whole, of the installations.

"**MONTH**" Means any consecutive period of thirty days.

"**MATERIALS**" Means all equipments, components, fittings and other materials including raw materials required to complete the work..

"**PURCHASER**" Means M/S RailTel Corporation of India Limited, 2<sup>nd</sup> Floor, 'B' Block, Rail Nilayam, Secunderabad – 500 071.

"**PURCHASER'S ENGINEER**" Means the Regional General Manager of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

"**SUB-CONTRACTOR**" Means an individual or a firm of Contractor or a Company registered under Indian Company Act or an approved supplier of materials to whom the Contractor sublets portions of the contract.

"**CONSIGNEE**" Means the person specified in the Acceptance of Tender to whom Stores are to be delivered at the destination.

**“INSPECTING OFFICER”** Means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their-authorized representative.

**“RailTel”** Means M/s. RailTel Corporation of India Limited, Southern Region, 2<sup>nd</sup> Floor, ‘B’ Block, Rail Nilayam, Secunderabad – 500 071.

**“SITE”** Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the Purchaser's Engineer, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser's Engineer may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

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

**"TENDERER"** Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

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

**"WRITING"** Includes all matters written, typewritten or printed either in whole or in part.

### 3. LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- 3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

### 4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub clause of Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final (see Form 5).

- 4.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

## 5 EARNEST MONEY/ BID GUARANTEE PER TENDER

- 5.1 The tenderer shall submit an amount mentioned as below as earnest money in favour of RailTel Corporation of India Limited, Secunderabad, payable at Secunderabad through IREPS portal online only:

Tender No	Territory	Area/ Division/Zone	Tender Estimated Value inclusive of GST@18% (In Rs)	EMD (In Rs)
RCIL-ETender-19-20-MAS-24	MAS	Chennai	57,53,692	1,15,100
RCIL-ETender-19-20-MAS-25	MAS	Madurai	24,04,982	48,100
RCIL-ETender-19-20-MAS-26	MAS	Salem	24,04,982	48,100
RCIL-ETender-19-20-MAS-27	MAS	Trichy	24,04,982	48,100

- 5.2 The tenderers shall hold the offer open till such date as specified in Para 9 of this chapter. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the RailTel.
- 5.3 **The earnest money may be forfeited:**
- 5.3.1 If a tenderer withdraws its tender during the period of tenders validity specified in Clause 9 of Instructions to Tenderers and Conditions of Tendering.
- 5.3.2 In the case of successful tenderer, if the tenderer fails to Sign the contract in accordance with clause 2 of Special Conditions of Contract.
- 5.3.3 To furnish performance guarantee in accordance with clause 3.1 of Special Conditions of Contract.
- 5.4 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 5.5 If the tender is accepted, the amount of Earnest Money will be held as security deposit for due and faithful fulfillment of contract. The Earnest Money of successful tenderer will be returned after the Contract Performance Guarantee (Security Deposit) as required under para 3 of Special Conditions of Contract is furnished and formal contract duly signed is received by the purchaser.
- 5.6 Any tender not accompanied by Earnest Money in the approved forms as mentioned in para 5 above will be **summarily rejected\***.

- 5.7 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, action will be initiated as specified at below clause no. 16.1.
- 5.8 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

## 6 SUBMISSION OF OFFERS

- 6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the **next working day**.
- 6.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 6.4 All copies of the tender papers shall be signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

## 6.5 RATES IN FIGURES & WORDS:-

- 6.5.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.
- 6.5.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- 6.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

**6.6 ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

## 6.7 The bid shall consist of the following:

- i) Offer letter complete. (Form No.1)
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly signed by the tenderer in figures and words.
- iii) Earnest Money in prescribed form
- iv) Solvency Certificate -deleted
- v) Constitution of Firm and Power of Attorney
- vi) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
- vii) Similar works executed or under execution. Form No. 10
- viii) User's Certificate Form No. 2
- ix) Any other information desired to be submitted by the tenderer.
- x) Complete tender document duly signed in all pages including above

## 7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

- 7.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole proprietor;
- (b) As a partner or partners of the firm;
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 8. UNIT / PERCENTAGE PRICES:** The unit/percentage prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all-inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system. Reference may be made Special Conditions of Contract (Chapter II Section II). The prices shall be inclusive of all taxes and statutory payments.
- 9. VALIDITY OF OFFER PER TENDER:** The tenderer shall keep the offer open for a minimum period of 60 (Sixty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** The works/work are/is to be completed within a period as mentioned in preamble at para 8.
- 12. NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 13. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 14. WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

**15. QUALIFYING CRITERIA PER TENDER:**

**15.1 General: all the supporting documents shall be self attested by Tenderer for their consideration.**

15.1.1 Qualifying criteria under this para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project. In case of a consortium bid the qualification document details etc. must be provided for each member of consortium.

15.1.2 If the tenderer proposes to buy any equipment from other suppliers/ sources, documents indicating the willingness to supply the equipment and provide technical support to the tenderer that may be required during installation, commissioning and warranty period and later on directly to the RailTel, shall be included in the tender.

15.1.3 The tenderer should submit the details of experience of similar works or services in the projects executed / under execution which should clearly bring out expertise in the equipment manufacture or installation etc. as per form no. 10.

15.1.4 For supply of critical materials, the contractor, if he is not a manufacturer, shall submit a certificate from the manufacturer, whose material he intends to supply, to the effect that the manufacturer is willing and capable to supply the material in time so as to enable the contractor to complete the work within the time frame mentioned in the contract.

15.1.5 The tenderer/s must submit along with his/their tender, certificates from the original user for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall submit these certificates for all the projects that he has executed which only satisfy the minimum requirements in each case. **The certificates are to be submitted in original or their true copies duly signed by the tenderer to contain the information as per form no. 2.**

**15.2 Technical Capability:** Tenderer must have completed works of similar nature, as indicated in para 16 below, successfully and satisfactorily of values as indicated below:

15.2.1 Tenderer must have completed successfully and satisfactorily at least one single similar work costing not less than 35 % of the advertised tender value of work during the preceding three years (i.e. current financial year and three previous financial years). Offers not accompanied by user certificates as per Form no 2, will not be considered.

**15.3 Financial:**

15.3.1 The total contract amount received by the tenderer during the last three financial years including current financial year 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

**Note:** Tenderer can quote for one/ two/all Tenders separately as per format given in schedule of requirement. Each Tender shall be treated as independent tender and evaluated accordingly. If tenderer quotes for more than one tender, tenderer should submit that as many no of EMDs and separate supporting documents towards eligibility criteria as mentioned above against tenders. Awarding one or more than one or not awarding of any tender is at the sole discretion of RailTel

**Plant & machinery:** The tenderer should furnish the details of the machinery and plant to be deployed, in case the tenderer plans to use mechanized trenching.

- 16. MEANING OF SIMILAR WORKS:** Works similar to the scope of work as contained in this tender shall mean that

“Trenching, Blowing of OFC through HDPE Duct, splicing and testing of OFC” “

Or

Laying of aerial OFC and associated works”

Or

“Laying of Quad Cable, Jointing and Testing”

Or

Maintenance of UG/Aerial OFC cable

should form sizable part of the total work executed for Govt. / public Sector or for reputed private sector telecom service providers/Infrastructure Provider.

**16.1 System of Verification of Tenderer’s Credentials:**

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender
- ii. **The tenderers shall submit a notarized affidavit** on a non-judicial stamp paper 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. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
  - a) **The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.**
  - b) **In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.**

- 17. SYSTEM PERFORMANCE GUARANTEE:** The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

- 18. AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.  
However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 19. AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated in para 2 of Special Conditions of Contract (Section II Chapter II).
- 20. 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.
- 21. EVALUATION OF OFFER**  
The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.  
  
However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 22. AMENDMENT OF TENDER DOCUMENT**
- 22.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA
- 22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.
- 22.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.
- 22.4 The materials that shall be handed over to the Contractor at any time for execution of work shall depend upon the particular item of work in the schedules to be done at a particular time and also the progress of work. The contractor shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.
- 22.5 Materials issued to the contractor shall be used solely and economically for the purpose of work covered by this contract only. The materials shall be used in such quantities and proportions as are indicated in Schedule or in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Wastage or damage to such materials in any manner shall be avoided.
- 22.6 The contractor shall be liable to render fully accountable for all the materials issued by the RailTel. If any quantity of RailTel materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the issued rate prevailing at the time of last issue of the materials consumed in excess or wasted or damaged or lost or not satisfactorily accounted for.

- 22.7 If at any time any materials which the contractor would normally have to arrange for himself is supplied by the RailTel either at the contractor's request or suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply therefore or otherwise, such materials will be made available to the contractor in the RailTel's Stores Depot at Secunderabad as required for the work. All handling, subsequent thereof will be at the contractors responsibility. Recovery of the cost of such supply will be made from the contractor's bills, as per extant rules of the RailTel. Any demurrage or other charges due on account of detention of wagons in loading or unloading will also be recovered from the Contractor.
- 22.8 If the materials mentioned in schedules, however not available in RailTel and /or decide not to supply the same, whatever be the reason, the RailTel shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work by the contractor.
- 22.9 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.
- 22.10 Materials shall be issued to the contractor or his representative at specific depot of the stores on Production of identity card with photograph or authorization letter issued by this office. Also indemnity bond on non-judicial stamp paper of Rs 100/- as per Performa given in Form No-6 of Chapter V will be executed and submitted to the Section Engineer in charge.

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**SECTION- II**  
**CHAPTER - 2**

**Special Conditions of Contract I N D E X**

**Para Subject**

1. Tender Document
2. Agreement
3. Security Deposit
4. Contractor's Office & Stores depot
5. Use of Railway Land
6. Program of work.
7. Competent Supervisors
8. Test & Measuring Instruments, Special tools & Installation Material
9. Stores to be supplied by contractor
10. Supply of Technical Literatures, Documentation Drawings & Completion Plan etc.
11. Quality assurance
12. Inspection of materials
13. Inspection of works
14. Quantum of work and variation in Quantities
15. Subletting and assignment
16. Execution of works
17. Maintenance of works
18. Clearance of site
19. Provisional Acceptance
20. Placing in Service & Maintenance Supervision
21. Final Acceptance
22. Warranty
23. Infringement of Patents
24. License as per Govt. of India Contract Labour Act
25. Defaults and Delays
26. Loss Sustained Due to Default and Delay
27. Penalty for Delay in Completion
28. Adherence of time schedule
29. Contractors liabilities for Costs and Damages
30. Unit prices
31. Measurement of works
32. meaning and interpretation by RailTel to be final
33. Terms of Payments
34. On account payment
35. Final Payments
36. Final Settlement
37. Certificate for MODVAT BENEFITS on bills
38. Deductions from On Account Payment Bills
39. Taxes
40. Insurance
41. Force Majeure Clause
42. Settlement of dispute and Arbitration

## 43. Termination of Contract

**SPECIAL CONDITIONS OF CONTRACT -I****1. TENDER DOCUMENTS**

1.1 The goods and works/services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes the following together with any addendum and corrigendum thereto.

Section-I: Preamble along with schedule of requirements, annexure etc.

Section-II: I) Instructions to tenderers and conditions of tendering.

II) Special conditions of contract.

III) Forms of Tender and annexure etc.

Section-III: Technical specifications and drawings etc.

1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.

1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

**2. AGREEMENT**

The successful Tenderer shall within 30 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly complete. The form for agreement is included in Section II, Chapter III (Form No.3).

**3. SECURITY DEPOSIT**

3.1.1 The security deposit amount will be equal to 5% of contract value for due fulfillment of the contract.

3.2 The Earnest Money already paid by the successful Tenderer (see Clause 5 Chapter-I Section-II Instructions to Tenderers and Conditions of Tendering) will be adjusted towards payment of this Security deposit

3.3 Balance amount towards SD shall be recovered from the contractor's "on account" bills as under:

(a) The rate of recovery should be at the rate of 10% of the bill amount till 5 % contract value is achieved.

(b) Security Deposit shall be shall be released after satisfactory completion of the warranty period (clause no 2 of SCC-II) and on issue of **final acceptance /final completion certificate of contract** as per clause no 3 of SCC-II.

(c) No interest will be payable upon the Earnest Money and Security Deposit

**3.4 CONTRACT PERFORMANCE GUARANTEE (PBG)**

- 3.4.1 On receipt of the Letter of Acceptance 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.**
- 3.4.2 The Instruments for Performance Guarantee should be valid for three months beyond the Completion period
- 3.4.3 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). 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 90 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 3.4.4 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 3.4.5 Performance Guarantee shall be released after satisfactory completion of the contract period. On successful completion of all works pertains to work orders issued during the contractual period and issue of **provisional acceptance / completion certificate of contract** as per clause no 1 of SCC-II, the PBG submitted in the form of BG / Demand Draft will be returned / refunded to the contractor after adjustment of any dues payable by the contractor.
- 3.4.6 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- 3.4.7 The balance work shall be got done independently by RailTel.
- 3.4.8 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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

5. **USE OF RAILWAY LAND:** Use of Railway land required by the Contractor for construction of temporary offices, quarter(s), hutments etc. for the staff and for storing materials etc., will be permitted to him/them subject to approval by Railways, if available at the charges prescribed by the Railways. The land will be restored to Railways by the Contractor(s) in the same condition as when taken over or in vacant condition as desired by the Engineer after completion of the work or at any earlier day as specified by the Engineer. Failure to do so will make the Contractor(s) liable to pay the cost incurred by the Railway for getting possession of land.

## 6. PROGRAMME OF WORK

6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously at more than one independent place in order to expedite the completion of work.

6.2 Within a period of seven days beginning from the date of issue of Letter of Acceptance/PO of Tender the Contractor shall submit the detailed time Schedule for the execution of work based on the conditions in consultation with RailTel to the authority mentioned in the Preamble and approved by the later in writing before commencement of the work.

6.3 The Contractor shall be held responsible for the execution of the work according to the Program given above in full compliance of the various clauses of the Technical specifications, instructions / drawings etc. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.

6.4 Approach roads, where ever available can be used for carting materials. While RailTel may facilitate the contractor for getting approval from the Railways, if required, for carting the material to the site, the responsibility for ensuring that the material reaches the site in time, lies entirely with the contractor. The contractor has to bear the necessary expenses for carting the material to the site.

6.5 The contractor will program his work in such a manner so as not to interfere in the working and movement of trains.

7. **COMPETENT SUPERVISORS:** The Contractor shall place and keep competent representatives/Supervisors /Engineers as his representative on the works who will be authorized to receive and acknowledge materials issued by the RailTel and take all orders issued by the RailTel. The said representatives shall be present at site during working hours and any written orders or instructions which the purchaser's Engineer may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.

## 8. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

8.1 Special tools & instruments required for installation and commissioning of the work as detailed in preamble shall be arranged by contractor at his own cost.

8.2 All tests and measuring instruments and other arrangements required for carrying out all the acceptance tests etc shall be provided by the contractor at his own cost.

9. **STORES TO BE SUPPLIED BY CONTRACTOR:** All materials required for the execution of the contract shall be arranged and supplied by the Contractor as detailed in the scope (Preamble) so as to realize the end objective. The supply of equipments and materials shall also include required installation and other materials and documents etc which may not be specifically mentioned herein but which are usually necessary for completing the work in all respects.

10. **SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS, INSTRUCTION BOOK & COMPLETION PLANS ETC:** The supply of equipment and materials shall include supply of two sets of printed documents from original equipment manufacturers for each equipment.

11 **QUALITY ASSURANCE:** In the event of RailTel waving off the inspection, the quality assurance department of the manufacturer shall carry out all the tests as per the specification and issue a certificate indicating clearly the test results and the adherence to the technical specifications. This is without prejudice to the purchaser's right to accept or reject the supplies if not found in conformity to its requirement

**12 INSPECTION OF MATERIALS**

12.1 All equipments materials fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory/tenderer works before dispatch and no materials shall be dispatched until these are inspected and/or approved. The materials may also be inspected by the purchaser or his representative again at the contractor's depot.

12.2 All materials shall be procured from the manufacturers of repute/their-authorized dealers. Such materials are to be accepted by the Engineer. The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.

12.3 The cost of equipment and materials, all tests and/or analysis performed for inspection shall be borne by the Contractor.

12.4 The inspection charges, if any, payable to the purchaser's representative for carrying out the inspection shall be borne by the purchaser.

**13. INSPECTION OF WORKS:** The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the RailTel.

**14. QUANTUM OF WORK AND VARIATION IN QUANTITIES**

The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The Purchaser reserves the right to increase or decrease by up to 25 % of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions.

**15. SUBLETTING AND ASSIGNMENT:** No sub-contracts are permitted

- a.** The **Contractor** shall not sub-contract any part or the whole of the work, without the prior consent of RAILTEL. The **Contractor** may sub-contract parts of the contract, if necessary and in the interest of the project and only to sub- Contractors approved in advance in writing by RAILTEL. The **Contractor** shall be responsible for transmitting specifications and pertinent data to sub- Contractors and ensuring full compliance by them. In such cases even if written permission is given, it shall not relieve the **Contractor** from his obligations under the contract and he shall be fully responsible for all supplies / work done by his sub-Contractors. The **Contractor** shall also be exclusively responsible for the effective planning and co-ordination of the work from sub-Contractors. to ensure proper integration with all works.
- b.** It shall be as per the specifications of **RAILTEL** and **RAILTEL** shall have sole discretion to withdraw its consent and have the remaining part performed or executed by any other party of RAILTEL's choice.
- c.** Notwithstanding anything contained herein, RAILTEL shall have sole discretion to nominate sub-contractors for specialized activities/works or even for part of specified works, before or during the course of Work, wherever required in the opinion of RAILTEL on account of slow progress, poor quality or Contractor's lack of sufficient mobilization.

**16. EXECUTION OF WORK:** All the works shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as

may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

**17. MAINTENANCE OF WORKS:** The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form and after the date of passing of the certificate of completion by the RailTel's representative or any other earlier date subsequent to the completion of the works that may be fixed by RailTel's representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the RailTel's representative shall require, any damage or defect that may, during the above period, arise in or be discovered or be in any way connected with the works provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot and the contractor shall be liable for and shall pay and make good to the RailTel or other persons legally entitled thereto whenever required by the RailTel's representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or inconsequence of the operations of the contractor or his failure in any respect.

**18. CLEARANCE OF SITE:** At the end of the work at each location the Contractor shall as a part of his Contractual obligation leave the area completely neat and clean.

**19. PROVISIONAL ACCEPTANCE (PAC)**

19.1 Immediately after the completion of the work at each block section or after completion of work in a Zonal Rly/Division hereinafter referred as sub-section the contractor shall certify and advise the purchaser in writing that the installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over.

19.2 The test or tests specified in Technical supplement (section III) will be conducted jointly by purchaser and contractor as soon as possible after receipt of advice of completion of one sub - section by purchaser from the contractor. The test schedule shall be finalized by mutual discussion between the contractor and M/S RailTel Corporation of India Limited, Secunderabad. Any component, modules, sub assemblies or equipment failing during the commissioning test shall be replaced/repaired free of cost by tenderer.

19.3 Purchaser's Engineer shall issue a **Provisional Acceptance certificate** for successful commissioning of entire section in the tender covering all materials and works/services included in the Schedule of works after the final acceptance test as per the approved test procedures enumerated under para 3.26 of chapter 3 i.e. specification, have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate shall be signed by both the parties. The period of maintenance of works shall commence from the date of issue of last Provisional Acceptance Certificate.

**20. PLACING IN SERVICE & MAINTENANCE SUPERVISION**

20.1 After the work has been completed & placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance supervision of the work for **a period of twelve months** from the date of commissioning.

For this purpose he shall prepare a maintenance plan and make available the works/services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will

guide and supervise the work of RailTel maintenance staff. The maintenance engineer of the tenderer will visit the total installation at least once in a month.

20.2 The Contractor shall inspect all trenches after first monsoon and shrinkage etc. shall be refilled and rammed & trench surface brought to the original. No extra charge shall be payable for the same.

20.3 During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any work, the contractor free of cost will rectify the same. During such rectification if any faulty materials need replacement or repair, they shall be provided by the contractor from the set of materials that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

## **21. FINAL ACCEPTANCE (FAC)**

21.1 The final acceptance of the works completed shall take effect from the date of expiry of the period of maintenance supervision as defined above or the expiry of the last of the respective period of maintenance supervision of various sub-sections for which Provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract.

21.2 Notwithstanding the issue of Final Acceptance Certificate the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

## **22. WARRANTY**

22.1 The work carried out and equipment supplied by the Contractor shall be guaranteed against the defects for a period of **One Year** from the date of issue of Provisional Acceptance Certificate. The contractor shall provide comprehensive warranty maintenance for all the items supplied and work carried out by him against this tender.

22.2 The replacement of defective materials supplied by contractor at site shall be undertaken by RailTel. However, incase RailTel representative is unable to rectify the defects, maintenance engineers of the contractor shall go to the site immediately on receipt of the intimation to assist RailTel representative for diagnostic and rectification of the fault. RailTel shall not bear any expenditure for any such traveling or during the maintenance and warranty period.

22.4 During the free warranty maintenance period contractor should stabilize the working of the system. RailTel has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor free of cost as to make good all the deficiencies.

## **23. INFRINGEMENTS OF PATENTS:**

(a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trade marks except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns, which he may use of his own accord.

(b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any

patent rights due to above action of the Purchaser he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

**24. LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT:** The Contractors are required to produce license as enjoined in the Government of India Contract Labour (Regulation and Abolition) Act (1978) with latest amendments, if any. They shall not be allowed to undertake or execute any work through contract Labour except under and in accordance with a license issued under the said Act in that behalf by the authorized licensing Officer.

**24.1 Labour Cess:** The tenderers, for carrying out any construction work, must get themselves registered with the Registrar Officer under section-7 of the Building and other Construction workers Act 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering officer of the concerned State Govt. (Labour Dept). **As per this act, the tenderer shall be levied a cess@1% of cost of construction work, would be deducted from each bill. Cost of material when supplied under a separate schedule item, shall be outside the purview of cess**

**25. DEFAULTS AND DELAYS:** The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the Contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the Contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the Contractor without prejudice to any other right or remedy of the Purchaser.

**26. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS:** In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of para above the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser from out of all or any of the following sources viz:

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

**27. PENALTY FOR DELAY IN COMPLETION**

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

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

**27.3** Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. This penalty for delay in completion will be applicable separately for each stage

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

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

**27.4 Penalty for damaging the Railway Cable: For each case of damaging the Railway cable a lump sum amount of Rs.1.50 lakh (Rupees one lakh and fifty thousand) shall be imposed in the case of any cable cut/damage to railway cable. The penalty shall be multiple if it happens in multiples i.e. if cable is cut 2 times by the contractor, then the penalty imposed shall be Rs.3.00 lakh.**

## **28 ADHERENCE OF TIME SCHEDULE**

28.1 Timely completion of the work is the essence of the contract. Delay in execution will attract penalty in accordance with the provisions in above para 27.

28.2 If any delay as aforesaid shall have arisen from any cause which the Purchaser may agree as being a reasonable ground for extension of time the purchaser's engineer or his representative may allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extensions shall be granted, on request from contractor, with liquidated damages in the Form No.11.

## **29 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES**

### **29.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Purchaser shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have lien over the sum pending finalization or adjudication of any such claim.

b) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or amounts referred to from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other department of the Central Government pending finalization or adjudication of any such claims.

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

d) For the purpose of this clause, where contractor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual company or otherwise.

## **30 UNIT PRICES**

### **30.1 Rate, Taxes & Duties**

- i. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- iv. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- v. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- vi. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- vii. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- viii. In regards to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- ix. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- x. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- xi. Evaluation Criteria: inter se position of the technically and 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.  
On reverse charge by RailTel, wherever applicable.
- XII. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel**

**Note:** "In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bills

under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.”

**31 MEASUREMENT OF WORKS:** Payments for the works shall be made in accordance with approved designs & drawings and measured in relevant units except where provided or otherwise. The measurements will be made generally in accordance with standard engineering practices.

**32 MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL:** All measurement, method of measurement, meaning intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser’s Engineer shall be final and binding.

**33 TERMS OF PAYMENT:**

33.1 All bills shall be submitted to the authority mentioned in Preamble.

33.2 Subject to any deductions or recovery which the RailTel may be entitled to make under contract, the Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

**34 PAYMENT FOR EXECUTION OF WORK** 100% payment will be paid for the work executed for each work order shall be made after successful completion on certification of Engineer in-charge and issue of completion/acceptance certificate by the Engineer-in-charge duly submission of following documents:

- i. Invoice in duplicate
- ii. Material Re-consolation Statement jointly signed by RailTel and contractor
- iii. As Built Drawing / Route Diagram
- iv. Google mapping showing path of the OFC route
- v. OTDR Trace report
- vi. Work completion certificate for each sub work order

34.1.1 The Provisional Acceptance /Completion Certificate shall be issued by the Purchaser's Engineer only when he has accepted the work wholly.

34.1.2 **VITIATION CLAUSE:** Quantities shown in the schedule are approximate and can vary depending on site conditions. If any vitiation arises on account of variation of quantities, the contractor shall not be paid more than the lowest rate obtained after working out with the final operated quantities

**35. FINAL SETTLEMENT**

On expiry of the warranty period of three months as per clause no 2 of SCC-II and issue of the certificate of final acceptance of the last work order issued against zonal contract, the PBG (Para 3) will be released to the Contractor after receipt of any dues payable by the contractor. (Else the PBG/SD will be forfeited to settle any amount due) and the balance amount shall be paid.

**36. CERTIFICATE FOR MODVAT /VAT BENEFITS ON BILLS - deleted**

**38 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS**

(i) All costs, damages or expenses, which RailTel may have been paid or incurred which under the provisions of contract are Contractor's obligations will be deducted by RailTel from progress payment Bills/Invoice of Contractor, as and when it is understood that such an expense has been incurred or paid for.

(ii) All such claims of RailTel shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

### **39 TAXES**

39.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser **WILL NOT ACCEPT** any liability for the same.

39.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.

39.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

### **40 INSURANCE : deleted**

40.1&40.2**INSURANCE OF MATERIALS & INSTALLATIONS:** deleted

**41 FORCE MAJEURE CLAUSE:** If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God here-in-after referred to as event) then provided notice of the happening of any such event is give by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

### **42 SETTLEMENT OF DISPUTE AND ARBITRATION**

42.1 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.

42.2 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.

42.3 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.

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

### **43 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR**

43.1 If the Contractor should:

- (i) Become bankrupt or insolvent or
- (ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than voluntary Liquidation for the purpose of amalgamation or reconstruction) , or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in clause-15 of SCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 7 of SCC, or
- (xi) Fail to supply material and/or carry out the works as per contractual specifications, or
- (xii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel, then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts ( as may be specified in such notice ) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs, notice.
  - (a) To carry out the whole or part of the work from which Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges.
  - (b) To measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final; and in both cases (a) and (b) mentioned above the RailTel shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit,

43.2 Provided always that in any case in which any of the powers conferred upon the RailTel by Sub-

clause above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall not withstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.

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

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine exparte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any ) has at the time of termination of the contract been reasonably earned by or would reasonably assure to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site.

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

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**SPECIAL CONDITIONS OF CONTRACT –II (SCC-II)**

These conditions are applicable to the present tender and override the conditions given in special conditions of contract-I if already mentioned therein.

1. Provisional Acceptance (PAC)/Completion Certificate:
  - i. On completion of all works of the orders issued against the zonal contract, a completion certificate will be issued by the purchaser's Engineer-In-Charge of RailTel.
  - ii. PBG/performance Guarantee will be released after issued of this Completion Certificate duly deducting any dues on account of contractor if any.
  
2. Maintenance Supervision Support / Warranty Period: The section is to be maintained until work completion/Acceptance certificate is issued by the Authorized RailTel representative. The following things must be covered in the warranty, for a period of three (3) months from the date of issue of Completion/Acceptance certificate.
  - i. Any defect arising out of bad workman ship/ poor material quality must be rectified at contractor's cost
  - ii. Manufacturing defects as may be detected during this period must be repaired or replaced as the case may be at contractor's cost.
  - iii. Any defective material that may be noticed must be replaced at contractor's cost. For this defective, work must be completed within 72 hours from the time it is notified. In case the same is not complied with requisite penalty will be imposed and amount recovered from your security deposit. The penalty will be the actual cost of the defect rectification by the third party plus 13% extra as RailTel's supervision charges.
  
3. Final Acceptance Certificate (FAC)/Final Completion Certificate:
  - i. After completion of warranty/maintenance period of 3 months of final work order issued against zonal contract, Final completion certificate will be issued on certification of Manager concerned for no defects pending.
  - ii. SD will be released after issue of this final certificate duly deducting any dues on account of contractor if any.
  
- 4 **Responsibilities of Contractor in respect of local taxing rules, local laws, employment for workers etc.:**

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

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

- 4.2 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 4.3 The Contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.
- 4.4 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as The Payment of Wages Act, The Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employee's Provident Fund Act, Employee's State Insurance Scheme, The Contract Labour (Regulations and Abolitions Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned authorities all such notice as may be required under law.
- 4.5 The Contractor will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form V) issued by the principal employer / customer, if such license is required under the law.
- 4.6 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case, RAILTEL is forced to make any such payment, RAILTEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.
- 4.7 The Contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 4.8 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 4.9 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 4.10 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the Contractor to make good the losses and compensate them.
- 4.11 All the properties/equipment/components of RAILTEL loaned with or without deposit, to the Contractor shall remain the properties of RAILTEL. The Contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment / component shall be taken to be in good condition unless notified to the contrary by the Contractor within 48 hours. The Contractor shall return them in good condition as and when required by RAILTEL. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Contractor.
- 4.12 It shall not be obligatory on the part of RAILTEL to supply any tools and tackles or materials other than those specifically agreed to be given by RAILTEL.
- 4.13 The Contractor shall fully indemnify and keep indemnified RAILTEL against all claims of whatever nature arising during the course of execution of this contract.
- 4.14 In case the Contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 4.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Contractor, will have to be compensated by the Contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to RAILTEL.
- 4.16 The Contractor will be directly responsible for payment of wages to his workmen. A payroll sheet giving details of all payments made to the workmen duly signed by the Contractor's representative should be furnished to RAILTEL, if called for.
- 4.17 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

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

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

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

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

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

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

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

**4.25 Updation of Labour data: A.** Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed ad hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - b) Contractor once approved by ay Engineer, can created password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
  - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
  - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B.** "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances' or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in

connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till \_\_\_\_ Month \_\_\_\_ Year."

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

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

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

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

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

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

5.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the Contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by Contractor shall have safe plugging system to source of Power and be appropriately earthed. Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum and Carbide of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized RAILTEL official at the site shall also be taken by the Contractor in all such matters.

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

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

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

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

5.9 If the Contractor fails to improve the standards of safety in its operation to the satisfaction of RAILTEL, after being given reasonable opportunity to do so and / or if the Contractor fails to take

appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized RAILTEL official, RAILTEL shall have the right to take the corrective steps at the risk and cost of the Contractor after giving a notice of not less than seven days indicating the steps that would be taken by RAILTEL.

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

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

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

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SECTION-II

## CHAPTER-3

## FORMS OF TENDER

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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 for on Accounts Payments and Stores Supplied
Form No. 7	:	Bank Guarantee for Mobilization Advance - Deleted
Form No. 8	:	Acknowledgement for receiving materials from RailTel
Form No. 9	:	Extension of period of completion of work on account of contractor
Form No. 10	:	Qualification /Experience

**FORM –I****OFFER LETTER****Tender No: RCIL-ETender-19-20-MAS-27—60/61/62/63****Division :**

To

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

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 60 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 “Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works” in -----Division/Zone of MAS Territory are as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work for each section within specified period mentioned in the preamble from the date of issue of Letter of Acceptance/PO 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 as per tender condition 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 Para 15.1.5 Section-II Chapter - I QUALIFYING**

**CRITERIA USER'S CERTIFICATE**

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 2<sup>nd</sup> Floor, 'B' Block, RailNilayam Building, Secunderabad (here in after referred as RailTel) of the One part; and M/s -----  
------(Hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works as per Tender papers, the Contractor has submitted his offer.

Where as the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works as per the Tender document no. RCIL-ETender-19-20-MAS-27for Rs.------(Rupees ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide PO No-----dt. ----- .2018 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 Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works for which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of Zonal Contract for Last Mile connectivity, OFC diversion/rectification and other miscellaneous works & 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

**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

**Para 4 Section-II ChapterI****Statement of Deviations**

## PROFORMA FOR STATEMENT OF DEVIATIONS

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

## 1.1 Instructions to Tenderers and Conditions of Tendering

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

## 1.2 Preamble

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

1.3 Special conditions of Contract.  
Clause Deviation Remarks

(Including Justification)

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

Annexure Clause Deviation Remarks (Including Justification)

**Note:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicated no deviations.

SIGNATURE AND SEAL OF THE  
MANUFACTURER / TENDERER

**STANDING INDEMNITY BOND**

(For on Account Payments and Stores supplied by RailTel)  
(On Stamp paper of Requisite Value)

We, M/s \_\_\_\_\_ hereby undertake that we hold at our Stores Depot/s at \_\_\_\_\_ for and on behalf of RailTel Corporation of India Limited in the premises through RGM/RailTel/Southern Region or his successor hereinafter referred to as "the Purchaser" all materials for which 'On Account' payments have been made to us against the Contract for ----- vide letter of Acceptance/PO of Tender No. RCIL-ETender-19-20-MAS-27 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

FORM – 8 PARA 8.3 of Section-II Chapter – II

**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)

**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 is .....from 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

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

DEPONENT  
 SEAL AND SIGNATURE OF THE TENDERER  
 VERIFICATION

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

DEPONENT  
 SEAL AND SIGNATURE OF THE TENDERER

Place:  
 Date:

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

**TEST PROTOCOL FOR OPTICAL FIBRE CABLE**

SYSTEM TEST PROTOCOL      OPTICAL FIBRE CABLE      FIELD TEST

Route: -----

Date: -----

Station: -----

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

Section: -----

Measured by: -----

Length  
(by OTDR): -----

Length as per meter  
marking on cable sheath-----

**Optical measurements (On Line):**

Measurement	Fibre – number 1 2 3 4 .....22 23 24	Accepted Value
1.1 Total attenuation at 1300/1550 nm with OTDR		
1.2 Total attenuation per Km at 1300/1550 nm:		<0.40 dB/Km at 1300 nm &<0.25 at 1550 nm
1.3 Splice Loss in dB with OTDR Location		Average splice loss
OHE Mast No./ Overhead alignment post no. A. B. C. D. E.		
Average Splice Loss		<b>0.15 dB/Splice</b>

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

**2) Visual Inspection (On Line):**

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

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

S.No.	LENGTH
1. -----	M
2. -----	M
3. -----	M
4. -----	M
5. -----	M

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

Contractor's Representative

RailTel's Representative

**OFC system on 25 KV AC Traction****And****General scheme of OFC system.****Para No. Subject.****1.1 General.**

SECTION III

CHAPTER 1

**OFC SYSTEM ON 25 KV AC TRACTION AND GENERAL SCHEME OF OFC SYSTEM.****1.1 GENERAL**

1.1.1 Any Telecommunication circuits in the vicinity of AC Traction running parallel to 25 KV lines are liable to be affected by AC induced voltage. Therefore precautions should be taken to eliminate the possibility of induced voltage affecting equipment and humans.

1.1.2 Crossing of track, if any, should be negotiated by underground cables running at right angles to the track as far as practicable.

1.1.3 Special protective measures (viz. provision of G.D tubes, fuses and earthing etc) are required to be taken for telecommunication lines entering 25 KV sub station /switching posts.

1.1.4 For the human safety considerations the safe working voltages should be 60 V under normal conditions and 150 V with special precautions and 430 V under fault conditions.

1.1.5 Instructions for protection of railway staff/working personals on signaling and telecommunications installations on 25 KV AC traction shall be strictly adhered to. Precautions are required to be taken on account of following,

- i) Proximity of live conductor.
- ii) Pressure of return current in Rails.
- iii) Induction in all metallic bodies situated closed to over head equipment.

\*\*\*\*\*

## SECTION III CHAPTER 2

2.0 SCOPE: ROUTE SURVEY FOR OPTICAL FIBRE CABLE: **Deleted**SECTION III  
CHAPTER 3**TECHNICAL SPECIFICATION AND INSTRUCTIONS FOR TRENCHING, LAYING OF OPTICAL FIBRE CABLE,  
SPECIAL PROTECTIVE WORKS, DUCT INTEGRITY AND BLOWING OF OFC**

Sl No	Subject
3.1	Scope.
3.2	Excavation & Back Filling Of Trenches In Different Types Of Terrain
3.3	Instructions for excavation & back filling of Trenches.
3.4	Track Crossing
3.5	Road Crossing.
3.6	Cable over Steel Girder Bridges.
3.7	Culverts and Arch Bridges.
3.8	Laying Cable in Solid and Rocky Soil.
3.9	Cables in Congested Residential areas and Marshy Areas.
3.10	Leading in of Cable in Masonry buildings
3.11	Laying of Cable in Special Cases.
3.12	Handling of Cable Drums & Paying of Cables.
3.13	Cable Laying.
3.14	Cable Reserve.
3.15	Cable Marker.
3.16	Tools Required for Trenching, Cable Laying and Filling.
3.17	Execution of HDD (Trench less Horizontal Directional Drilling –Boring)
3.18	Specification for Blowing of OFC
3.19	Testing Fibers
3.20	Splicing
3.21	Straight Joint for OFC
3.22	Preparation of Cable for Jointing
3.23	Stripping/Cutting of the Cable
3.24	Preparation of cable joint closure for splicing
3.25	Stripping and Cleaving of Fibre
3.26	Splicing of the Fibre
3.27	Fusion Splicing of the Fibre
3.28	Mechanical Splicing of the Fibre
3.29	Organizing Fibre and finishing Joints
3.30	Placing of completed Joint in Pit
3.31	Opening of the Joint

**SECTION III  
CHAPTER 3**

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

**3.1 SCOPE:**

This chapter deals with blowing of OFC specifications under which the various work for trenching, laying of HDPE Duct, termination and testing of optical fiber cable coming under the purview of the contract are to be executed by the contractor.

**3.2 EXCAVATION & BACK FILLING OF TRENCHES IN DIFFERENT TYPES OF TERRAIN:**

**3.2.1** Generally trench for OF cable shall be dug to a depth of 1.2 meter. The width of the trench shall be adequate at the bottom to accommodate cables and their protection. Normally width of approx. 300mm at the bottom should be maintained. In places where underground pipes, electric cable etc, come in the way, trenches deeper than 1.2 meter shall be dug as necessary and R.C.C/D.W.C. pipes shall be placed to protect the optical fiber cables wherever required.

**The specification for trench in various types of Soil strata is as detailed below:**

**(a) Normal and Hard Soil:** Trench to be excavated to a depth of 1200 mm and width of 300 mm at bottom in all types of soil (Normal soil/Soft soil/Sandy soil/Hard soil), except in bridges, culverts, level crossing, track crossing, loop/joint chambers. Cable route has to be marked with lime after clearing of jungle and bushes. The trench to be refilled with excavated soil, rammed and consolidated after laying of HDPE Duct. complete to the finished item of work as directed by the RailTel Engineer-in-Charge vide drawing No. RAILTEL/SR/ OFC/2008/1 and 2.

**(b) Hard Rock:**

**I.** wherever hard rock is visible from **surface to a depth of 300 mm**, Rock has to be cut to a depth and width of 300mm & concreting to be done up to ground level with 1:2:4 PCC mix after laying of HDPE Duct and curing of concrete to the required number of days, except in bridges, culverts, level crossing, track crossing, loop chambers, rocky soil/rock including marking of cable alignment, clearing of debris etc., complete to the finished item of work as directed by the RailTel Engineer-in-Charge, vide drawing No. RAILTEL/SR/ OFC/2008/3.

**II.** Where hard rock is encountered from a depth more than **300 mm up to 550 mm**, rock has to be cut to a depth and width of 200 mm, concreting to be done 200 x 200 after laying of HDPE Duct (PCC 1:2:4 mix) and curing of concrete to the required number of days, refilling with excavated soil, rammed and consolidated, complete to the finished item of work as directed by the RailTel Engineer- in-Charge vide drawing No. RCIL/SR/OFC/2008/4.

**III.** Where hard rock is encountered from a depth more than **550 mm up to 1050 mm**, OFC has to be protected by concreting 200mm x 200mm after laying of HDPE Duct (PCC 1:2:4 mix) and curing of concrete to the required number of days, refilling with excavated soil, rammed and consolidated, complete to the finished item of work as directed by the RailTel Engineer-in-Charge vide drawing No. RAILTEL/SR/ OFC/2008/5.

**Note:** Gravel of the size of 20mm to be used for the PCC.

**(c) Cutting of metal / tar / CC surface, platforms and trenching to a depth of 1200mm**, refilling with excavated material, ramming and surface restored with concrete of size 300 x 300 mm (PCC 1:2:4 mix) after laying of HDPE duct, curing of concrete to the required number of days etc., complete to the finished item of work as directed by the RailTel Engineer- in-Charge.

**3.2.2** Metalled, macadamized, concrete and stone paved roads shall also be cut to a depth of 1.2 meter. The cable shall be laid through DWC pipe. The road surface shall be restored to original.

**3.2.3** Wherever it is not possible to dig trench up to 1.2 meter depth due to site conditions, specific approval of site engineer / engineer's representative should be taken before digging trenches of lesser depth. Specific protection arrangement as mentioned above should be carried out.

**3.2.4** The bottom of the trench where the cable is to be laid shall be free from any stones. The

bottom of the trench shall be horizontal and shall in no case be undulating. When the cable bed changes from solid to soft surface or from the bridge to soft soil, tamped fill at the transition point shall be provided so that cable is not pressed against the edge of a hard surface.

The back filling of trenches shall be done by tamping and consolidating the excavated soil in layers of 15-20 cm at a time. All the soil that is excavated shall be put back to the trench and care shall be taken in consolidation to ensure that the back filling does not suffer any sinking in monsoon.

- 3.2.5 If under unavoidable circumstances, the excavation is to be done between the tracks or between OHE foundation and track, it shall be done to the full depth just before laying the cables and in the presence of the Engineer's representative so as to ensure the safety of train operations.
- 3.2.6 Wherever the Engineer's representative considers it necessary to adopt shoring, the Contractor will be required to adopt shoring for which the Contractor shall have sufficient quantities of shoring material on hand.
- 3.2.7 Where the direction of the trench has to change, it should be done in a gentle curve of not less than one meter radius and not at sharp angles.
- 3.2.8 While crossing tracks, roads at LC gates and laying over bridges & culverts, the RailTel and Railway engineer's representative (SSE/P-Way) shall be present. The date and time of such works shall be communicated to concerned telecom supervisor of the Railways and adequate precautions, as advised by them, have to be taken.

### 3.3 Laying of OFC through G.I. Pipe over Girder Bridges & Slab Bridges

- 3.3.1 The HDPE pipe required for blowing of OFC to be laid in 50mm GI pipes over the Girder and RCC bridges as per drawing no. RAILTEL/SR/OFC/2008/6 (In TWO sheets). The GI pipe with its HDPE pipe containing fiber optic cable should be effectively fitted on the bridges as detailed below.
- a) The contractor has to Supply and fix 50 mm dia **GI pipe**, IS 1239 medium grade, with holes drilled at suitable intervals for anti theft measure, (i) **On girder bridges**, fixing coupled GI pipe line at both ends of the bridge, with concrete (PCC 1:2:4 mix) of size length 600, width 450, depth not less than 150 into the ground and 100mm above the GI pipe. (ii) **On Concrete slab bridges** fixing coupled GI pipe line are to be fixed at ends of pipe line as in case (i) and also supported with concrete pillars at the intervals of 2000 mm of size 300 mm x 300 mm height not less than 300 to maintain the GI pipe line in level. (iii) On **drainage crossing** GI pipe line is to be supported on concrete (PCC 1:2:4) mix 300 mm x 300 mm height not less than 300 mm with suitable foundation on either side of drainage and also as per site conditions to keep the GI pipe line in stable position. Concrete pillar finished to a smooth surface, to drain out water without stagnation, curing the required number of days etc., Complete to the finished item of work as directed by the Engineer-in-Charge vide drawing no. RAILTEL/SR/OFC/2008/6 (In TWO sheets)
- b) The contractor has to supply and fix the C-channel, Z-brackets, special bolts of various sizes, '┌' shape bracket (On Girder bridges), ISMC 100 mm X 50 mm, average length 1000 mm, fixed at intervals of 1m/centre of the railway alternate steel channel sleeper whichever is applicable, with two numbers Z- shape brackets size 300 mm x 50 mm x 12 mm, (Z- shape depends on number of main girder top flange plates) fixed tightly with 3 Nos. of special bolts with locking pins & nuts, MS Spring washer and washer per each bracket to the existing railway girder. 50 mm dia GI pipe line is to be run (GI pipe supplied separately) on the edge of above ISMC fixed with '┌' shape bracket, 4 nos. of bolts with locking pins & nuts, MS Spring washers etc., Complete to the finished item of work as directed by the Engineer-in-Charge vide drawing No. RAILTEL/ SR/OFC/2009/7.
- 3.3.2 When laying cable on long bridges, the question of longitudinal expansion caused by temperature differences should be taken into consideration and suitable cable loops should be provided at the pillars of the bridge.
- 3.3.3 The laying of the cable on the bridges is to be done with much care and planning. It is necessary

that the cable drum to be laid on the bridge is inspected and tested thoroughly so that damaged cable is not installed.

### 3.4 **Laying of OFC through DWC PIPE OVER CULVERTS AND BRIDGES**

3.4.1 Wherever the water flow is less the cable in HDPE shall be laid under the bed of the culvert at a depth of 1.6 meter through DWC pipes as detailed below:

- a) The contractor has to Supply and fix the DWC pipes of size 77 mm / 78 mm outer dia. and 63 mm / 65 mm inner dia in 6 m length as protection to HDPE Duct where cable route passes across the culvert / bridge where water is not flowing in the bed of the culvert / bridge. Excavation of trench in the bed to a depth of 1300 mm, width 300 mm duly deepening to a depth another 300 mm below DWC pipe at interval of 2000 mm, concreting with PCC 1:2:4 mix at the ends of the pipe line and at 2000 mm intervals (preferable at all couplers), of size length 300 mm, width 300 mm, depth 300 mm below DWC pipe support, 173 mm above DWC pipe as cover concrete to make concrete pillar of 550 mm height, curing the required no. of days, re-filling with excavated soil after laying DWC pipe, ramming and consolidation of soil etc., Complete to the finished item of work as per drawing No.RCIL/SR/OFC/ 2008/9 and as directed by the RailTel Engineer-in-Charge.

Similar arrangement as detailed at (a) above shall be provided for taking the cable in water logged areas and drains.

The DWC shall be approved by RailTel before use.

3.4.2 In case of wet culverts or unfriendly terrains where it is not possible to lay cable under the bed of culverts, the cables may be laid over the culvert in G.I. pipes as per Drg. No. RailTel/SR/OFC/2008/6.

### 3.5 **TRACK CROSSING & ROAD CROSSING USING HORIZONTAL BORE METHOD**

All cable crossings across railway tracks & across road crossing at level crossing gates shall be done in horizontal boring method as detailed below:

“Drilling of 100mm dia **Horizontal Bore**, supply of 50 mm dia GI pipe across the Railway Track and road at LC Gates by boring method at a depth of 1200 mm from the ground level (ground level to be considered ignoring the bank height of track/road) and insertion of GI pipes etc., Complete to the finished item of work as directed by the RailTel Engineer-in-charge vide drawing No RAITEL/SR/ OFC/2008/10 (In TWO sheets)”. There should be no damage to the road/platform/tracks or any such structures etc., enroute during or after the HDD operations. The work includes supply of all accessories required for laying of HDPE pipes. Necessary precautions to be taken for safety of train traffic while execution of horizontal boring in the presence of concerned Railway Engineering Department officials.

### 3.6 **CABLES IN CONGESTED RESIDENTIAL AREAS AND MARSHY AREAS:**

3.6.1 When laying the cable in residential sections, the cable should be specially protected on both sides up to a distance of about 300 meters beyond the building line. In such cases the cable should be protected by means of DWC pipes.

3.6.2 In marshy area where it is not possible to divert the cable route the cable shall be suitably laid and protected as per decision of Engineer depending on site condition, like laying cable in G.I. pipe 50 mm dia or 150 mm dia/DWC Pipe of 77 mm/78 mm outer dia and 63 mm/65 mm inner dia supported on PCC pillars/Iron channels etc.

### 3.7 **LEADING OF CABLE IN MASONRY BUILDINGS**

3.7.1 The cable will have to be led inside any masonry building such as Cable hut, ASM's room at a depth of 0.75 meter by cutting the masonry structure of the wall as per as per the directions of

- the RailTel Engineer-in-Charge. After the cable has been led inside the masonry wall the floor inside shall be duly repaired and plastered.
- 3.7.2 **Leading of OFC in Pre-fab:** The cable will have to lead in and lead out through G.I. Pipe, G.I. long 'L' bend as per instructions of RailTel engineer-in-charge.
- 3.8 **LAYING OF CABLE IN SPECIAL CASES:**
- 3.8.1 **Near Power Cable**  
When the contractor comes across any other cable already laid, he shall first report the fact to the Engineer. Should the cable be identified by the Engineer as a power cable (LT or HT), the trench shall be dug as far away from the route of the power cable as practicable.
- 3.8.2 **Crossing of Optical Fibre Cable with another cable**  
Crossing of the Optical Fibre cable with another cable shall be avoided wherever possible. Where, however, this is not possible, the Optical Fibre cable shall be laid in cement or asbestos cement pipes. The length of the pipe to be provided on either side of the crossing shall be at least one meter.
- 3.8.3 **Laying of other than optical fibre cables in the same Trench**  
No cable other than **quad** shall be laid in the trench for the Optical Fibre cable. Even in such cases, both the cables are to be laid as per approved drawing. Where, however, exceptional circumstances exist, the optical fibre cable may be laid along with another cable in the same trench provided a specific permission of each such case is obtained in writing from Engineer. When optical fibre cable and L.T. power cable have to be laid in the same trench they shall be separated by placing a layer of brick between them vertically (approx. 16 bricks/meter) or laid in DWC pipe.
- 3.8.4 **Laying cable near feeding post:**  
In the vicinity of feeding posts, as far as possible the cable shall be laid on the side of the track opposite to the feeding post. Further the Optical fiber cable shall be at least one meter away from any metallic part of the O.H.E. and other equipment at the sub station which is fixed on the ground and at least one meter away from the sub station earthing. In addition, the cable shall be laid in DWC pipes (standard 6 meter length) complete or capable of being split into two half as per spec. no. ISS-458 latest for a length of 300 meters on either side of the feeding point as per the instruction of RailTel engineer.
- 3.8.5 **Running of cables at foundations others than OHE Masts and from pipe outlets.**  
Damages to cable is likely to occur if care is not taken in laying cable where the bed changes from solid support such as a foundation pipe or bridge to soft support such as soft soil. The cable must not press against the edge of the solid support. The soft soil near the edge must be tamped and the cable raised slightly.
- 3.8.6 **Laying near oily surface**  
If during the excavation of trenches for laying cables, the Contractor or his representative notices the presence of oil or oily substance or any other chemical which is likely to cause the deterioration of the cable protective material he shall bring the matter to the notice of the Engineer or his representative and on the latter's decision he shall choose an alternative cable route or he shall protect the cable in such places in such manner as advised in writing by the Engineer or his representative. No additional charges are payable.
- 3.8.7 **Special soil condition**  
Cable should not be laid in abnormally high acidic or alkaline soil or through sewage. If this is unavoidable, special measures should be taken against corrosion as advised by the Engineer in Charge.
- 3.8.8 **Provision of damage due to sharp edges**  
When cable are laid in trunking, care should be taken to see that no ballast or stones have been dropped inside the trunking and it should be cleared of all ballast and stones before the cover is secured. When the ends of covers are joined together with cement plaster, a piece of paper

or wood should be placed under the joint to prevent the cement plaster from falling on the cables.

**3.8.9 Laying of HDPE Duct**

HDPE duct (33/40 mm dia) has to be laid in the already excavated trench on existing bridges through GI/DWC pipes (HDPE duct with accessories will be supplied at any one location in the section of work by RAILTEL). Proper couplers have to be provided for blowing OFC as directed by the RailTel Engineer-in-charge.

**3.8.10 Blowing of OFC:** The contractor has to blow the OFC through HDPE Duct as detailed below:

Blowing of armored Optic Fiber cable (24 Fiber as per RDSO specification TC 55-2006 Rev.1 with amendment1.1) in the already laid HDPE duct by using blowing machine, providing the sufficient loops in loop / joint chambers and other associated works (OFC Shall be supplied by RailTel at any one location in the section of work) complete to the finished item of work and as directed by the RailTel Engineer-in-charge.

**3.9 HANDLING OF CABLE DRUMS & HDPE Duct**

Before commencement of the laying, inspection of the trench and inspection of protection works should be carried out so as to ensure their conformity with the specification. The trench bottom should be clean, smooth and free of small stone. When the soil contains stone or pieces of rock, sieved earth about 10 cm. thick should be used both for the bedding on which the HDPE duct is laid and for covering the cables

3.9.1 The drums shall be unloaded by the side of the Railway Track by either a crane or any other suitable means very carefully so as not to cause any damage to the cable. The drums at site shall be protected until they are laid.

3.9.2 On each drum there are two ends, A&B. The 'B' end of one cable length shall meet 'A' end of the next cable at a joint. The 'A' end shall be normally on the top unless otherwise indicated on a drum.

3.9.3 The drums shall always be kept upright, i.e. axle in parallel position to the base. The drums shall not be set by jerks but shall be handled slowly and with care. The walls of the drums should not be damaged while moving the drums if required for un-rolling.

3.9.4 The drums shall normally be unrolled at the same place and the cable carried by workmen near the trench. The drums shall not be dragged in any case. But where cable drums have to be moved, would always be rolled in the direction of the arrow, otherwise the coils tend to unwind and the cable may get battered. In case no direction arrow is marked on the drum, remove several battens and determine the direction in which the cable is coiled. The arrow should then be painted on the drum pointing in the opposite direction in which the upper cable end is coiled so that future handling of the cable drum is facilitated and then re-fix the battens carefully.

3.9.5 The drum should be properly mounted on jacks (or on a cable wheel) making sure that the spindle is large enough to carry the weight without bending and that it is laying horizontally in the bearings so as to prevent the drum creeping to one side or the other while it is rotating. Before attempting to pull off the cable, remove the end protection seal attached to the flange of the drum and cut the security ropes so as to leave the cable free to move.

3.9.6 If a portion of the cable only is taken out from the cable drum, the battens should be immediately re-fix to prevent damage to the balance of the cable.

3.9.7 The use of steel bars between the bolt heads to 'jump' or turn the drum around is dangerous to staff and likely to damage the drums. A better method is to use two steel plates with grease between them. By standing the drum on these greased plates, it can be easily elevated round to the desired position.

3.9.8 All care should be taken in handling cable drums with a view to ensure safety not only of the cables but also of the working party handling them. The man should not be allowed to break the cable drum by standing in front but only from side.

## 3.9.9 Rewinding and Re-drumming of cables.

i.	If for any reason if it is found necessary to rewind the cable on a drum, drum of a proper barrel diameter not less than of the original drum should be chosen.
ii.	The drums should be mounted on cable jacks during rewinding operations using proper size of spindles passed through the flange holes, which will not buckle under the lead. The cable should not be bent opposite to the set it is having already.
iii.	In the re-drumming operations, drums should be so turned that the cable passes from the bottom of the original set with as little gap as possible.
iv.	Replace all the lagging on the cable drum.

**“3.9.9.1: An amount of Rs.350/- (Three hundred and fifty only) per Drum shall be recovered from the contractor’s bills for unreturned empty OFC Drums. The details of no. of OFC Drums used and unreturned empty Drums to be recorded in jointly signed material reconciliation statement by RailTel and Contractor.”**


## 3.10 PROCEDURE FOR CABLE LAYING/BLOWING

- 3.10.1 Minimum Bending Radius: Cables should always be bent (or straightened) slowly, they should never be bent to small radius while handling. The minimum safe bending radius for optical fiber cables should be 50 times the diameter of the cable but wherever possible larger radius should be used.
- 3.10.2 Wherever cable has to be coiled/looped, the diameter of the coil/loop shall be greater than 50 times the diameter of the cable.
- 3.10.3 The pit for loop/splice chamber should be as per the specification given in the Drg. No. RailTel/SR/OFC/2008/12.
- 3.10.4 The cable drum should be brought as close as possible to the cable trench. It should be lifted with the aid of cable jacks firmly mounted on a support of stone or wood. The spindle should be minimum of 55 mm diameter and have a clearance from ground by 5 to 10 cm.
- 3.10.5 The wooden battens on the drums should be carefully removed shortly prior to laying and before the drum is mounted on the jack. The nails on the lagging should be carefully removed.
- 3.10.6 While rolling a cable drum for blowing, the drum shall be supported on an axle running through its centre, the height of the axle being such that the end frames are free to rotate and do not touch the ground at any point. The cable shall be carefully uncoiled by gently pulling the cable assisted as necessary by carefully turning the drums. The quick pulling of the cable or turning the drums shall be avoided at all costs. Each cable drum shall be broken while laying is in progress to prevent sharp bending or buckling, particularly when the cable coils are sticking together.
- 3.10.7 The method of mounting the brakes is shown in Drg. No. RailTel/SR/OFC/2008/11
- 3.10.8 When drums are turned for change of direction, wooden blocks shall be carefully put under the drum bolts, which stand out from the drum discs.
- 3.10.9 On no account should a cable be allowed to twist or kink as this is likely to spring the Armour and fracture the outer serving of the cable.
- 3.10.10 The cable shall be blown using Cable jet blowing method.
- 3.10.11 Contractor may have to blow the cable in the Ducts as instructed by engineer – in – charge. Duct cleaning; cable blowing arrangement has to be made by contractor at no extra cost to RailTel before blowing of the cables.
- 3.10.12 Cable manufacturer’s specification will be provided to the contractor prior to blowing.
- 3.10.13 Unless otherwise specified, the contractor must leave minimum 25 meters of slack on both sides of fiber Optic splices at each splice chamber (every 3 KMs) and pull through chambers.
- 3.10.14 The proposed cable is an armoured type and delivered in reels of up to 3 KMs. Splice points are located and planned considering the coils kept in splice/pull through chambers.

- 3.10.15 OFC is normally installed bi-directional that is cable reel is placed midway and installation is taken up on each side one after the other. The first installation is when the cable directly uncoiled from the reel and next is after uncoiling all the cable from the reel are placed on the ground in a figure of 8 to facilitate installation.
- 3.10.16 Anti twist tool may be used to avoid twisting of cable while blowing.
- 3.10.17 Cable should always be kept away from vehicular and pedestrian movement over it.
- 3.10.18 Sometimes there is considerable lapse of time between the pipe laying and cable laying. This intervening period could have heavy rains too. Therefore, there is possibility of entering dissolved muddy water into the HDPE pipes. This dissolved muddy water may transform into a thick paste or solid mud. Cleaning of the pipes before the cable blowing is absolutely necessary to remove any such obstructions. Replacing mandrill with nylon brush and rugs.
- 3.10.19 Before blowing OTDR test has to be conducted for all 24 fibers of the OFC in 1310nm and 1550nm windows and readings to be recorded in soft as well as hard copy and drums with any defects for even one single fiber shall not be blown/Pulled. Such defects shall be immediately brought to the notice of the engineer – in –charge and a joint statement has to be signed for record.
- 3.10.20 The OFC shall be handled with utmost care and industry standard tools are to be used for transporting, loading, unloading and blowing of OFC.
- 3.11 PROVISION OF CHAMBERS:** The contractor has to arrange for Casting of circular **RCC chamber**, top covers and bottom plate (1:2:4 concrete mix) with reinforcement, two hooks in each half cover, provision of duct holes as shown in the drawing. Excavation of circular pit to a depth of 1300 mm, dia of 1500 mm, positioning of bottom plates, chamber and top covers (two halves). Chamber to be filled with river sand to the brim of the chamber after cable blowing and splicing, top covers placed, refilled with excavated soil and rammed etc., complete to the finished item of work as directed by the RailTel Engineer-in-Charge vide drawing No RAILTEL/SR/ OFC/2009 /12.

The chambers to be installed in the following locations:

1. LC Gates: One chamber will be provided at all the LC Gates at least 10 mtrs. away from the centre point of the road, a coil of 15 mtrs of OFC will be kept as spare in this chamber.
  2. Bridges: For all bridges of length less than 25 mtrs, one chamber will be provided at a distance of 10 mtrs. from the edge of the bridge and two chambers will be provided for all bridges of length of more than 25 mtrs. A coil of 15 mtrs of OFC will be kept as spare in each chamber.
  3. Prefab: All prefabs will be provided with one chamber with a coil of 15 mtrs.
  4. At every on KM: One loop chamber will be provided with coil of 25 mtrs.
  5. Track Crossing: One loop chamber with 15 mtrs coil to be provided at every track crossing.
  6. At every OFC Joint, one joint chamber will be provided by providing a coil of 25 mtrs for each side of the cable.
  7. Stations: Every station will be provided with one number of joint chamber where 'T' joint is made. Only those fibers which are required to be derived only are to be spliced with derivation cable with 'T' joint without disturbing the other fibers. For through cable 15 mtrs. to be left as coil and for derivation cable 15 mtrs. to be left as a coil in the chamber.
  8. As far as possible, it should be ensured that there will be at least one KM distance between loop chambers. If there is an LC gate or a bridge or a track crossing or prefab and then the next loop chamber will be at one KM distance.
- 3.12 **ROUTE MARKERS:** The contractor has to provide route markers as detailed below:  
Casting, transporting and fixing of RCC Route Markers at a distance of 50 m apart on the cable route/at places where the route of the cable changes/ on either sides of the culverts/bridges/LC gates/road cuttings etc. They should be of standard letters "SCR", "OFC",

with RailTel logo  on top. They shall be painted with green when placed at joint chambers, yellow placed at loop chambers and orange at all other places. The length is 900mm, as shown in the drawing, complete to the finished item of work as directed by the RailTel Engineer-in-Charge vide drawing.

#### Installation Specifications:

- Route marker inside hollow portion has to be filled with locally available soft soil and compacted end closed with the locking flap provided with bolts and nuts.
- A pit of cross section 400mm X 400mm and of depth 500 has to be dug.
- The soil filled and flap closed Route marker should be placed upwards on 30mm soil bed and pit to be closed to the Ht of 500mm of route marked. The soil should be compacted thoroughly so that Route marker is planted firmly.

#### 3.13 Concreting with CC of 1:2:4

The contractor has to do the protective works of concreting as per requirement. The OFC has to be protected with Concreting 0.3 x 0.3 to the approaches of bridges and culverts in the ratio (PCC 1:2:4 mix) wherever necessary as per the technical specification and as directed by RailTel Engineer-in-Charge at site.

3.14 **Joint Closure:** splicing of 24 F OFC has to be done as per requirement, complete to the finished item of work and as directed by the RailTel Engineer-in-charge. Splicing of OFC has to be done using **joint closure** with all accessories broadly as per specification TEC/GR/OJC-02/02 September' 03 with additional features like Joint closure shall be dome shaped, capable to close mechanically/ worm clip, cable entry shall be sealed with heat shrink & hot melt adhesive system, fiber organizer trays in closure must be hinged at one end, 4 No. of trays capable to accommodate 12 fibers in each. The Optic Fibre joint closure shall be of reputed make like TVSE, Raychem, 3M etc. and the same may be approved by RailTel before use

#### 3.15 Splicing:

##### 3.15.1 STRAIGHT/BRANCH JOINT FOR FIBRE OPTIC CABLE:

There are various types of joint enclosures available in the market. The procedure for assembly of joint closure is described in the installation manual supplied with straight joint closure. This includes the following:

- a) Material inside joint closure kit.
- b) Installation tools required.
- c) Detailed procedure for cable jointing.
- d) Procedure for re-opening the closure

3.15.2 The Optic Fiber joint closure shall be of reputed make like TVSE, Raychem, 3M etc. and the same may be approved by RailTel before use. **Fiber no 1 to 4 which are to be terminated in the way stations have to be branch spliced and only tube no.1 to be cut for this purpose. Only the fibers required to be branched are to be cut. All the 24 fibers are required to be terminated at locations specified by RailTel engineer.** The joint shall be protected in concrete chamber.

3.15.3 However, generally, the following steps are involved for jointing of the cable.

- . Preparation of cable for jointing
- . Stripping/cutting the cable
- . Preparation of cable and joint closure for splicing
- . Fibre splicing
- . Organizing fibers and finishing joints
- . Sealing of joint closure and
- . Placing joint in pit.

### 3.16 **PREPARATION OF CABLE FOR JOINTING**

- 3.16.1 During the installation, a minimum of 10 meters of cable of each end is coiled in the jointing pit to provide for jointing to be carried out at convenient location as well as spare length to be available for future use in case of failures.
- 3.16.2 The pit size must be chosen carefully to ensure the length of the way on which joint is mounted is greater than closure length plus twice the minimum bending radius of the cable. A pit length of 1 meter is sufficient for most of the cable and joint closures. Bracket to support the cable coil are also fixed on the wall of the pit.
- 3.16.3 The cable is then coiled on to the pit wall in the same position as required after the joint is complete. The marking is done on all the loops so that it will be easier to install it later.
- 3.16.4 The distance from the last centre to the end of the cable must be at least 1.8 meter. This is being the minimum to be stripped for preparation of joint.
- 3.16.5 Sufficient cable at each end up to the jointing vehicle/enclosure is then uncoiled from the pit for jointing.

### 3.17 **STRIPPING/CUTTING OF THE CABLE**

- 3.17.1 The cables are stripped of their outer and inner sheath with each sheath staggered approximately 10mm from the one above it.
- 3.17.2 Proper care must be taken when removing the inner sheath to ensure the fibers are not scratched or cut with the stripping knife or tool to prevent this, it is best to only score the inner sheath twice on opposite sides of the cable, rather than cut completely through it. The two scores marking on either side of the cable are then stripped of the inner sheath by hand quite easily.
- 3.17.3 The fibres are then removed from cable one by one and each fibre is cleaned individually using Kerosene to remove the jelly.

### 3.18 **PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING** The type of preparation work performed on the cable prior to splicing differs on the type of joint closure and fiber organizer used. However, the following steps are usually common:

- 3.18.1 The strength member of each cable is joined to each other and/or the central frame of the joint closure.
- 3.18.2 The joint closure is assembled around the cable.
- 3.18.3 The sealing compound or heat shrink sleeve is applied to the cables and closure or prepared for application after splicing is complete.
- 3.18.4 The fibers are protected (usually with plastic tubing) in their run from the cable core to the fibre organizer trays (particularly if cable construction is slotted core type).
- 3.18.5 Tags which identify the fibers nos. are attached at suitable locations on the fibres
- 3.18.6 Splice protectors are slipped over each fiber in readiness for splicing over the bare fibre after splicing.

### 3.19 **STRIPPING AND CLEAVING OF FIBRE**

- 3.19.1 Prior to splicing each fiber must have approximately 50mm of its primary protective U.V. cured coating removed, using fibre stripper which are manufactured to fine tolerances and only score the coating without contacting the glass fibre.
- 3.19.2 The bare fiber is then wiped with a lint free tissue doused with ethyl alcohol.
- 3.19.3 Cleaving of the fiber is then performed to obtain as close as possible to a perfect 90 degrees face on the fibre.

### 3.20 **METHOD OF FUSION SPLICING OF THE FIBER** some of the general steps with full automatic microprocessor control splicing machine is as under:

- 3.20.1 Wash hands thoroughly before start of splicing.
- 3.20.2 Dip the clean bare fibre in the beaker of ethyl alcohol of the ultrasonic cleaver. Switch on

- ultrasonic cleaver for 5-10 seconds (some of the manufacturers does not prescribe the above cleaning).
- 3.20.3 Place the bare fiber inside 'V' groove of the splicing machine by opening clamp handle such that the end of fiber is app.1 mm. over the end of the 'V' groove towards the electrodes.
  - 3.20.4 Repeat the same procedure for other fibre, however first insert heat shrink splice protector.
  - 3.20.5 Press the start button on the splice controller.
  - 3.20.6 The machine will pre fuse, set align both in 'X' and 'Y' direction and then finally fuse the fiber.
  - 3.20.7 Inspect the splice on monitor if provided on the fusion splicing machine and assure no nicking, bulging is there and cores appear to be adequately aligned if the splice does not visually look good repeat the above procedure.
  - 3.20.8 Slide the heat shrink protector over the splice and place in tube heater. Heat is complete when soft inner layer is seen to be 'oozing' out of the ends of the outer layer of the protector.
  - 3.20.9 Repeat the same procedure for all the other fibers
  - 3.21 **ORGANISING FIBER AND FINISHING JOINTS**
  - 3.21.1 After each fiber is spliced, the heat shrink protection sleeve must be slipped over the bare fiber before any handling of fiber takes place, as uncoated fibers are very brittle and cannot withstand small radius bends without breaking.
  - 3.21.2 The fiber is then organized into its tray by coiling the fibers on each side of the protection sleeve using the full tray side to ensure the maximum radius possible for fiber coils.
  - 3.21.3 The tray is placed in the position.
  - 3.21.4 **OTDR reading taken for all splices in this organized state and recorded on the test sheet to confirm that all fibers attenuation are within 0.02 dB per splice. This OTDR test confirms fibers were not subjected to excessive stress during the organizing process.**
  - 3.21.5 After this the joint can be closed with necessary sealing etc and ready for placement in the pit.
  - 3.22 **PLACING OF COMPLETED JOINT IN PIT**
  - 3.22.1 Joint is taken out from the vehicle and placed on the tarpaulin provided near the pit.
  - 3.22.2 The cable is laid on the ground, loop the cable such that pen mark previously place on the cable line up. Tape these loops together at the top of the coil.
  - 3.22.3 The joint can now be permanently closed and sealed by heating heat shrinkable sleeve etc. However, before closing, silica gel to be kept inside for moisture protection.
  - 3.22.4 Now the joint closure is fixed to the bracket on the pit wall and pit is closed.
  - 3.23 **OPENING OF THE JOINT.** If required for attending to faults etc., manufacturers supply special kits for opening of the joint and the steps to be followed. However the general steps are as under:
    - 3.23.1 Using suitable knife cut heat shrink sleeve longitudinally along its entire length.
    - 3.23.2 Do not damage the smaller heat shrunk sleeve on the ends of the joint.
    - 3.23.3 Apply heat to the cut sleeve until it begins to separate.
    - 3.23.4 Gently remove the cut sleeve from the joint. Now the joint can be opened.
    - 3.23.5 Protective sleeve/cover can be removed for attending to faults etc.
  - 3.24 **RCC joint/Loop Chambers.** RCC joint/loop chambers of 0.9 mts inner dia, 60cm depth and 3mm thickness with 2 piece top cover with two hooks each and bottom cover with holes for drainage and cable entry as per drawing No RAILTEL/SR/ OFC/2009/12. and as directed of RailTel engineer to be provided at every KM for OFC joint/ loop. The Chamber shall be filled with sand mixed with anti termite powder .

**Installation Specification:**

1. A pit of Diameter 1200mm and of depth 1300mm has to be dug.
2. The bottom plate type cover has to be place first and the chamber to be inserted later.
3. Cable duct entry window to be opened at the semi closed circular cuts on the enclosure by hitting with hammer/screw driver as per no. of ducts.
4. Top cover should be place slowly in its position as shown in the drawing.
5. The soil has to be pulled back over the chamber buried 600mm below the ground level.

- 3.25 **Termination of OFC in FMS:** The OFC has to be terminated in the FDMS supplied by RailTel as directed by the RailTel Engineer-in-Charge as per site requirement. Fiber 1-4 has to be terminated in every Railway station in FDMS supplied by RailTel. Branch joint to be made in each station by cutting only tube no.1.All 24 fibers to be terminated at important stations specified by RailTel.
- 3.26 **Testing of fibers and submission of as made drawings:** The contractor has to do the testing and commissioning of OFC system from Cable hut to cable hut with proper lead in and lead out through G.I Pipe, splicing and termination as directed by RailTel engineer. Testing and commissioning after defect rectification if any defects located during the testing, obtaining the clearance from RailTel in the form of acceptance certificate, preparation of test reports, as build drawings of cable route plan and OFC jointing location schedules in CAD format and submission of 2 soft copies in CDs and 3 hard copies in A3 size etc., complete to the finished item of work and as directed by the RailTel Engineer-in-charge.
  - 3.26.1 **Testing** consists of **OTDR** reading and **power meter** reading of all fibers. Station to station testing is required for fibers terminated at block stations. Run through fibers may be tested form end-to-end terminations only. OTDR readings are to be taken in 1310 nm and 1550nm windows and one set of readings to be recorded in soft as well as hard copy and submitted duly counter signed by contractor’s authorized representative and RailTel’s engineer – in - charge.
  - 3.26.2 **Reports:** The reports consists of (a) tabulation of all events reported by OTDR of more than 0.2 db over the section for all fibers tested, (b) Tabulation of power loss from A-B & B-A direction, average and loss per km in both 1310 & 1550 nm. for all the fibers tested.

**TEST PROTOCOL FOR OPTICAL FIBRE CABLE**

SYSTEM TEST PROTOCOL	OPTICAL FIBRE CABLE	FIELD TEST
-----		
Route: -----	Date: -----	
Station: -----	No. of mid- section splices: -----	
Section: -----	Measured by: -----	
Length (by OTDR): -----	Length as per meter marking on cable sheath-----	

Optical measurements (On Line):

Measurement	Fibre – number 1 2 3 4 .....22 23 24	Accepted Value
1.1 Total attenuation at 1300/1550 nm with OTDR		
1.2 Total attenuation per Km at 1300/1550 nm:		<0.40 dB/Km at 1300 nm &<0.25 at 1550 nm
1.3 Splice Loss in dB with OTDR Location		Average splice loss
OHE Mast No. / Overhead alignment post no. A. B. C. D. E.		
Average Splice Loss		<b>0.15 dB/Splice</b>

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

2) Visual Inspection (On Line):

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

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

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

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

Contractor's Representative

RailTel's Representative

**3.27 TOOLS AND EQUIPMENTS REQUIRED FOR JOINTING AND TERMINATION OF FIBRE OPTIC CABLE.**

**S.No. Tool's Name**

1. Branch Joint Closure
2. Termination Box
3. Rubber end Block
4. Sheath Clamp
5. Bushing
6. Strength Member holder
7. Heat Shrinkage tube
8. Arc fusion splicer machine.
9. Power cord AC/DC
10. Walkie-Talkie 12V DC source
11. Tube heater
12. Precision cleaver
13. Cable sheath stripper
14. Fibre stripper
15. Knife for HDPE cutting
16. Hexa for strength membrane
17. Isopropyl alcohol or methanol of high specific gravity
18. Johnson Buds
19. Tweezers
20. Gun heater Blower type
21. Sleeve for splice protection
22. O.T.D.R.
23. Stickers for numbering of splicers.
24. Portadle k. oil generator
25. Umbriilla 2 Nos.
26. Dust protection for splicing machine

**Note:-**Wherever cable has to be coiled/looped, the diameter of the coil/loop shall be greater than 50 times the diameter of the cable.

**Replacement of Defective OFC: No defects like high loss events and fiber breaks are permitted and the contractor shall at his cost replace the entire drum length of cable of RAILTEL's specification and in any case not less than the length of the drum being re-laid. The contractor also at his cost blows the cable again including the splicing/Termination of the cable. No joints with pieces of OFC are permitted. In case of any deviation, specific approval from Competent Authority of RailTel should be obtained**

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