



RAILTEL CORPORATION OF INDIA LIMITED

TENDER DOCUMENT

TENDER NO: RAILTEL/OT/SR/MAS/2015-16/81, DT: 11.09.2015

Name of the Work

Laying of 24F & 48F UG OFC cable for NKN Phase –I, II & III Links and
Last mile work for SSTL in Tamilnadu (Reach I & II)



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
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,
Corp.& Regd.Office: 10th Floor, Bank of Baroda Building, 16-Parliament Street, New Delhi-110001.

OPEN TENDER NOTICE

RailTel Corporation of India Ltd., invites sealed tenders as detailed below.

Name of the works: Tender NO: RailTel/OT/SR/MAS/2015-16/81, Dt:11.09.2015 for “Laying of 24F & 48F UG OFC cable for NKN Phase –I, II & III Links and Last mile work for SSTL in Tamilnadu.” for two reaches.

S.No	Reach	Tender Value	EMD Cost	Tender document cost	
				Direct purchase	On post
1	Reach-I	Rs.73,60,000/-	Rs.1,47,200/-	Rs.5,725/-	Rs. 6,300/-
2	Reach-II	Rs.64,40,000/-	Rs.1,28,800/-	Rs.5,725/-	Rs. 6,300/-

Sale of Tender: 11.09.2015, Last Date for Sale of Tender: 13.10.2015 at 12.00 hrs. Submission of tender documents: 13.10.2015 before 15.00 hrs. Opening of tender documents 13.10.2015 at 15.30 hrs.

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

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

Cost of Tender Document shall be paid in the form of Demand Draft drawn in favour of **RailTel Corporation of India Limited, Secunderabad** from any scheduled bank. Tender document can be purchased from the Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071, on any working day or can be downloaded from the web site www.railtelindia.com. Documents downloaded from web site shall accompany the payment for the cost of the document in the form of D.D during the submission of Tender document. Documents received without the cost of tender will summarily be rejected **The tender document should be sealed in a cover duly superscripted tender No., and name of the work** and shall be dropped in the Box kept in the office of **Executive Director, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad Pin – 500 071**. RailTel is not responsible for delay or loss in transit. The tenderer may be present at the time of opening of tenders, if they desire. The tender offers are deemed to be valid for acceptance for a period of **90 days** from the date of opening of the tender. Late/delayed/ incomplete tenders and tenders with insufficient EMD will be summarily rejected.

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

SD/-

Raja Sekhar.S

Addl GM/Projects/SR

For Executive Director(Southern Region)
RailTel Corporation of India Limited, Secunderabad

Check List for tenderer before submission of tender

S.No	Check list	Complied
1	Each page of the tender document shall be signed and rubber stamped	
2	Identify the section/sections you would like to quote	
3	Experience certificate – 35% of contract value to prove Reach-wise minimum eligibility criteria.	
4	Turnover - 150% of tender value as per ITCC/Audited balance sheet	
5	Submission of DD for cost of EMD- reach wise: Reach I – for Rs.1,47,200/- & Reach – II for Rs. 1,28,800/-	
6	Submission of DD for cost of the tender document: Reach 1 & 2 for Rs. 5,725/- inclusive of VAT (Rs.6,300/-, if required by post inclusive of VAT). if required by post inclusive of VAT) for each reach participating.	
7	Offer letter complete. (Form No.1)	
8	The offer will be with percentage rate in figures and words	
9	Statement of deviations (Para 4). Form No.5	
10	Bank details RTGS/IFSC code etc.,	
11	Company registration number,Pancard details, TIN number etc.,	
12	Constitution of firm & Power of attorney	
13	Details of work executed/under execution as per Form -10	

The above checklist is indicative and does not purport to be the entire requirement. Tenderers are advised to go through the entire tender document carefully before submitting their offers.

INDEX SHEET

SECTION	CHAPTER	SUBJECT
I	1	PREAMBLE
	2	SCHEDULE OF REQUIREMENTS
II	1	INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING
	2	SPECIAL CONDITIONS OF CONTRACT
	3	FORMS OF TENDERS, ETC
III	1	TECHNICAL SPECIFICATION
IV		DRAWINGS

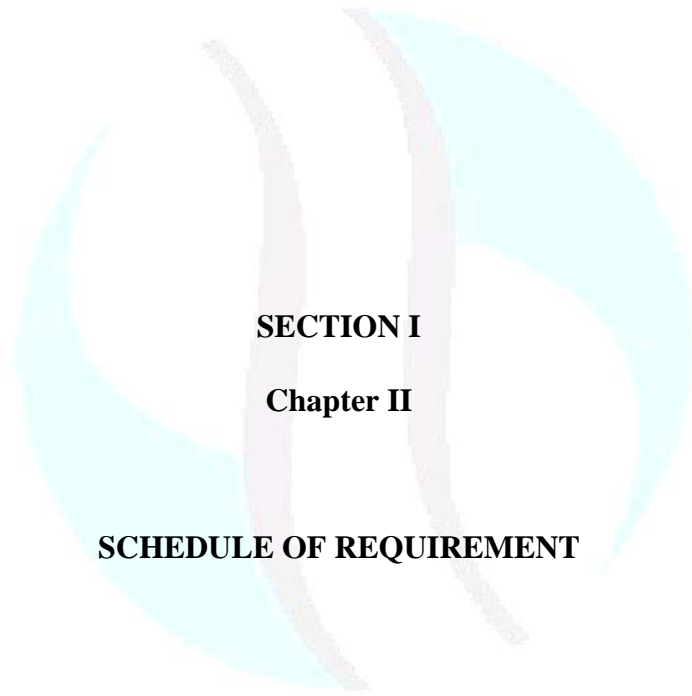
रेलटेल
RAILTEL

SECTION – I Chapter -1

Preamble

1. **Name of work:**
" Laying of 24F & 48F UG OFC cable for NKN Phase –I & II Links and Last mile work for SSTL in Tamilnadu" for Reach-1& Reach-2
2. **Scope of work:**
 - 2.1 The broad responsibility of the contractor under the scope of work for this tender shall be as under:
 - 2.2 **Supply:** Supply of items conforming to industry standards as per schedule and the Technical Specifications.
 - 2.3 **Services:** Trenching, laying of HDPE pipe blowing, Laying of ducts through Horizontal Directional Drilling (HDD), Termination and Testing of Optical Fiber and other works as detailed in para 1 above.
3. **ROW/Restoration Charges:** Restoration Charges wherever applicable as indicated by Government authorities will be borne by RailTel. However, it is the responsibility of the contractor to arrange permission from various authorities.
4. **Percentage offer:** The tenderers are required to quote **percentage rate** At Par/Above/Below over the total value of Supply and Works, both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.
5. **Cost of Tender Book per Section: Cost of Tender Book per Section:** For Reach-1&2: Rs. 5,725/- (Rs.6,300/- if required by post) (inclusive of VAT@14.5%). 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. In case of tenderer is quoting for more than one Reach, the cost shall be submitted in multiples of the no. of the sections at the time of submitting the offer. **The tenderer should submit separate tender offer for separate Reach.**
6. **Qualifying Criteria** For participating in the tender, the contractor shall be required to meet the eligibility requirements as given in **Para 15 of Chapter-I of Section-II** (Instructions to Tenderers and Conditions of Tendering) of the tender document.
7. **Last date of Submission:** The tender shall be received up to **15.00 hrs of 13.10.2015** at the Office of the **RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad Pin – 500 071.**
8. **Date of Opening of Tender:** The tender will be **opened at 15.30 hrs on 13.10.2015** at the same address as mentioned above.
9. **Completion Period of Work:** The work is to be executed and to be completed within 120 (One hundred and twenty) days from the date of issue of "Letter of Acceptance "of the tender.
10. **Address to which correspondence and documents relating to the Contract should be sent:** **Executive Director, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad Pin – 500 071.**
11. **Earnest Money:** Tenderer shall deposit Earnest as detailed in a manner prescribed in Para 5 chapter I Section II.
12. **Security Deposit:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 15 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter II)** towards Security Deposit for due fulfillment of contract.
13. **PBG:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer

- shall, within a period of 15 days, deposit in favour of RailTel Corporation of India Limited, Chennai an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter II)** towards Performance Bank Guarantee for due fulfillment of contract.
- 14. Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification (Section III of tender document). The work shall be executed in compliance with all the technical requirements given therein.
- 15. Schedule of Requirement:** The various items to be supplied and services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter II). 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.
- 16. Survey and as made drawings:** OFC route diagrams shall be supplied by RailTel before taking up the work. The contractor has to submit as made route diagrams in 5 copies and three soft copies in CD in AUTOCAD format free of cost.
- 17. Materials to be supplied by RailTel:**
OF Cable, HDPE Pipe with accessories, Joint closure and FMS.
Note: The material shall be supplied locations as mentioned below: The successful tenderer has to make his own arrangements to transport the material to site and no payment shall be made on this account.
- 18. Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that no material except items mentioned in para 15 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.
- 19.** 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.
- 20. Maintenance Support:** The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.
- 21.** In all matters, decision of Group General Manager / RailTel Corporation of India Ltd, Chennai, will be the final.
- 22. Video Recording of Trench:** Video recording of trench to indicate the depth (1.2) of the trench to be recorded and soft copy in CD/DVD format with Kilometer details and date stamping to be submitted to RailTel for approval by the concerned Manager. Only after obtaining approval of concerned Manager/EIC/ RailTel, HDPE duct to be laid and then the trench can be closed.
a. Video recording should be taken in such a way that it should be possible to deduce the depth of trench from the video itself. For e.g. A long stick with a clear legible mark at 1.2m should be made and a person should walk with the stick in the trench and the recording should be done as the person walks along the trench. However, the physical inspection of the trench by RailTel engineer at site will be done as per RailTel's discretion.



SECTION I

Chapter II

SCHEDULE OF REQUIREMENT

रेलटेल
RAILTEL

Laying of 24/48F UG cable by HDD:

REACH - I

S.N	DESCRIPTION	LOCATION	UNIT	RATE RS	QTY	AMOUNT IN RS
1	Road side cable laying work by HDD method	MMC -2000	MTR	460	16000	7360000
	a. Laying of HDPE Ducts by Horizontal Directional Drilling more than 2 Mtrs which includes preliminary underground utility survey using scanner, piloting, using proper tools tracker reading, pulling the ducts without damage to other ducts and utilities, Entry pit, Exit pit, removal of surplus earth, fixing of couplers as per standard specifications and as per the instructions of RailTel Engineer in charge.	NIE – 4000				
	b. Blowing/Pulling of Fiber through HDPE Duct (One duct only)	TRI – 4000				
	c. Supply, Transportation and Installation of FRP Chamber -as per drawings in Chapter IV - as per route plan or at an interval of not more than 500 Mtrs.	NITTTR – 3000				
	D. Supply and Laying of 120 mm DWC pipes. Rate includes fixing of coupler with sealant. The rate is inclusive of ROW permissions and clearances from all authorities (Work as per the specifications at section III of the Tender document)	NIFT – 3000				
	Total in Rs.					7360000

Location	Total value in Rupees	Percentage % (Plus/Minus/At par) in figures and words	
		Figures	Words
MMC,NIE,TRI,NITTTR,NIFT	Rs.73,60,000/- (Rupees Seventy Three lakhs sixty thousand only)		

(The tenderer to quote the single percentage over the estimated cost)

Signature of Tenderer with Seal

Note: 1.Any discrepancy between figures and words, amount in words shall be deemed final.

2. The rate is inclusive of all taxes. However separate tax details like service Tax, VAT, WCT etc., covered in the above offers should be given only with the offer.

3. The locations and qty are tentative. RailTel can change the location and qty as per the site conditions while execution.

Laying of 24/48F UG cable by HDD:

REACH - II

S.N	DESCRIPTION	LOCATION	UNIT	RATE RS	QTY	AMOUNT IN RS
1	Road side cable laying work by HDD method					
	a. Laying of HDPE Ducts by Horizontal Directional Drilling more than 2 Mtrs which includes preliminary underground utility survey using scanner, piloting, using proper tools tracker reading, pulling the ducts without damage to other ducts and utilities, Entry pit, Exit pit, removal of surplus earth, fixing of couplers as per standard specifications and as per the instructions of RailTel Engineer in charge.	Kilpauk Medical College - 5000				
	b. Blowing/Pulling of Fiber through HDPE Duct (One duct only)	Stanley Medical College - 4000	MTR	460	14000	6440000
	c. Supply, Transportation and Installation of FRP Chamber -as per drawings in Chapter IV - as per route plan or at an interval of not more than 500 Mtrs.					
	D. Supply and Laying of 120 mm DWC pipes. Rate includes fixing of coupler with sealant. The rate is inclusive of ROW permissions and clearances from all authorities (Work as per the specifications at section III of the Tender document)	Chengalpattu Medical College - 5000				
	Total in Rs.					6440000

Location	Total value in Rupees	Percentage % (Plus/Minus/At par) in figures and words	
		Figures	Words
Kilpauk Medical College, Stanley Medical College, Chengalpattu Medical College	Rs.64,40,000/- (Rupees Sixty Four lakhs Forty Thousand only)		

(The tenderer to quote the single percentage over the estimated cost)

Signature of Tenderer with Seal

Note: 1.Any discrepancy between figures and words, amount in words shall be deemed final.

2. The rate is inclusive of all taxes. However separate tax details like service Tax, VAT, WCT etc., covered in the above offers should be given only with the offer.

3. The locations and qty are tentative. RailTel can change the location and qty as per the site conditions while execution.

Chapter 1. Instructions to Tenderers and
Conditions of Tendering

Chapter 2. Special Conditions of Contract

Chapter 3. Forms of Tenders etc.



रेलटेल
RAILTEL

SECTION - II

CHAPTER - I

INSTRUCTIONS TO TENDERERS

AND

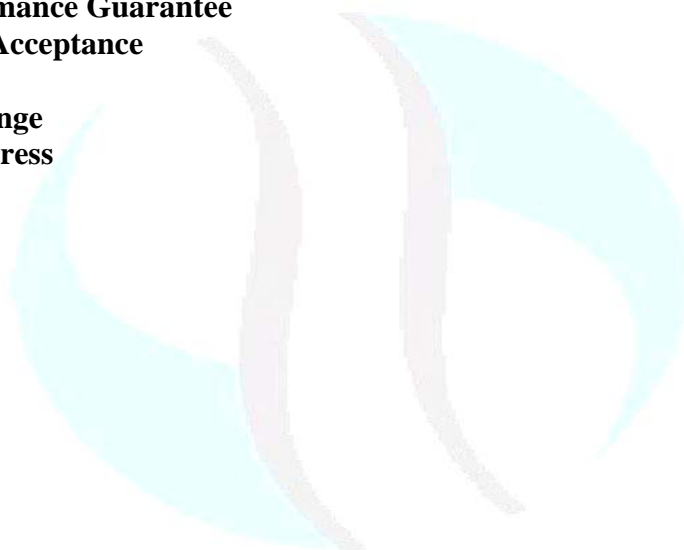
CONDITIONS OF TENDERING

रेलटेल
RAILTEL

SECTION - II CHAPTER - I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

1. **General Instructions**
2. **Interpretations**
3. **Local Conditions**
4. **Compliance to Tender Conditions, Specifications and Drawings**
5. **Earnest Money/Bid Guarantee**
6. **Submission of Offers**
7. **Constitution of Firm and Power of Attorney**
8. **Unit Prices**
9. **Validity of Offer**
10. **Rates During Negotiations**
11. **Period of Completion and Time Progress Graph**
12. **Non-transferability and Non-refundability**
13. **Errors, Omissions and Discrepancies**
14. **Wrong Information by Tenderer**
15. **Qualifying Criteria**
16. **Meaning of similar Work**
17. **System Performance Guarantee**
18. **Authority for Acceptance**
19. **Agreement**
20. **Foreign Exchange**
21. **Tenderer' Address**



रेलटेल
RAILTEL

भारतीय रेलवे निगम लि.
भारत

SECTION - II

CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Chennai -600008 from established and reliable contractors for the work of Trenching, laying of HDPE pipe for OFC, back filling, blowing of 24F/48F Fiber armoured OFC in HDPE pipe, splicing, jointing, termination and testing of Optical Fiber, HDD work as per schedule of works, The Special Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "**Tender Papers**".

1.1 **Percentage offer:** The tenderers are required to quote **percentage rate** At Par/Above/Below over the total value of Work in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in 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, Southern Region

"**PURCHASER'S ENGINEER**" Means the 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.

“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 stations.

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

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

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

3. LOCAL CONDITIONS

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

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

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

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

5 EARNEST MONEY/ BID GUARANTEE

- 5.1 The tenderer shall submit demand draft or Bankers cheque/FDR from any scheduled bank for a sum of rupees as detailed below as earnest money in favour of RailTel Corporation of India Limited payable at Secuderabad.

S. No	Name of the Work	Reach	EMD Amount
1.	Laying of 24F & 48F UG OFC cable for NKN Phase –I, II &	Reach-1	Rs.1,47,200/-
2	III Links and Last mile work for SSTL in Tamilnadu	Reach-2	Rs.1,28,800/-

- 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 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**.

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 Supply and Services (i.e., Schedule of Requirements) with percentage rate and amount along with summary duly signed by the tenderer in figures and words.
- iii) Deleted.
- iv) Earnest Money in prescribed form.
- v) Constitution of Firm and Power of Attorney.
- vi) Similar works executed or under execution. Form No. 10
- vii) User's Certificate Form No. 2
- viii) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
- ix) Any other information desired to be submitted by the tenderer.

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 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 single percentage. Reference may be made Special Conditions of Contract (Chapter II Section II). The prices shall be inclusive of all taxes and statutory payments.
- 9. VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 90 (Ninety) 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 from the date of issue of Letter of Acceptance of the tender.
- 12. NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable.

- 13. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any mis-interpretation 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 mis-interpretation 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: -

15.1 General:

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, preferably 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:

(a) Tenderer must have completed successfully and satisfactorily at least one similar work costing not less than 35 % of the value of tendered work during the preceding three years (i.e. current financial year and three previous financial years). Offers not accompanied by user certificates will not be considered.

Turn Over:

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

- 16. MEANING OF SIMILAR WORKS –** Works similar to the scope of work as contained in this tender shall mean that “Laying of HDPE Ducts Blowing/Pulling of OFC, HDD, Splicing and Testing” should form the Trenching work executed for Govt. /PSUs/ Telecom Service providers.
- 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.



SECTION- II

CHAPTER - II

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

1. TENDER DOCUMENTS

1.1 The goods and 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 15 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 completed. The form for agreement is included in Section II, Chapter III (Form No.3).

3. SECURITY DEPOSIT

3.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer shall within a period of 15 days deposit an amount equaling to 5% of contract as Security deposit for due fulfillment of the contract.

3.2. The Earnest Money already paid by the successful Tenderer (see Clause 5 of Instructions to Tenderers and Conditions of Tendering) may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:

(a) Bank draft

(b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser.

(c) FDR

(d) or can be deducted from the 1st on account bill on the request of the agency

3.3 The Security Deposit will bear no interest.

3.4 The Instruments for security deposit should be valid for three months beyond the warranty period (para 22 of SCC -Section II Chapter II). On expiry of the warranty period and issue of the certificate of final acceptance of the entire system, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

3.5 **CONTRACT PERFORMANCE GUARANTEE (PBG)**

- 3.5.1 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.**
- 3.5.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15(fifteen) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the completion period (Clause 22 of SCC)
- 3.5.3 Performance Guarantee shall be released upon completion of work and issue of Provisional Acceptance Certificate. The procedure for releasing should be same as for Security Deposit.
- 3.5.4 Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed.
- 3.5.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 3.5.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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

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

6. **PROGRAMME OF WORK**

- 6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously at more than one independent place in order to expedite the completion of work.
- 6.2 Within a period of 7 days beginning from the date of issue of Letter of Acceptance 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 with each equipment as given in technical supplement.

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 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

14.1 The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The Contract value may vary within +/-25% of the grand total of schedule of requirements as included in the Letter of Acceptance to tender, incase of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +/-25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.

14.2 The quantities quoted in the Schedule are not firm and may be varied.

15. SUBLETTING AND ASSIGNMENT: No Sub – Contracts are permitted.

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

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, Chennai. 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 a section covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedures 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 services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will guide and supervise the work of RailTel maintenance staff. The maintenance engineer of the tenderer will visit the total installation at least once in a month.

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

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

21. FINAL ACCEPTANCE

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

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

22. WARRANTY

22.1 The work carried out and equipment supplied by the Contractor shall be guaranteed against the defects for a period of **twelve months** 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.

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

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

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

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

Page 27 of 69

contractor, the purchaser shall be at liberty to take action in accordance with provisions in Para 33 and 34.

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.1.00 lakh (Rupees one lakh) 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.2.00 lakh.

28 ADHERENCE OF TIME SCHEDULE

28.1 Timely completion of the work is the essence of the contract. While delay in execution will attract penalty, early completion will be rewarded.

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 The percentage price quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging dispatch by rail direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of Wagon, collection of banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc., as also siding or shunting charges, if any, levied by the Railway.

30.2 The percentage prices shall include all taxes, duties, Royalty and levies (including Octroi etc.,) applicable on this Works Contract. Therefore, they should quote their prices taking into account the rate of sales tax on works contract as leviable. It is clarified that required form applicable for this purpose will be supplied to the Contractor as applicable in the state where the Contract is being executed.

30.3 The percentage prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials and for any road transport which the contractor may use for carriage of materials to his depot and the site of work. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.

30.4 The percentage price to be quoted by the tenderers should take into account the credit availed on inputs under the MODVAT scheme introduced w.e.f. 1st March 1986. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him (see para 39).

30.5 While the percentage price quoted in the contract are inclusive of all taxes i.e. excise duty, octroi, local levies, sales tax levied by any statutory authority, the purchaser shall make any deduction toward sales tax on works contract if statutorily required to do so. The deducted sales tax on works contract shall be remitted to the concerned sales tax authority and the purchaser shall in no way be responsible for any disputes between the sales tax authorities and the contractor in this regard.

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

30.7 Arrangement for permits/license for materials will not be made by the RailTel or any assistance given. The Contractor will have to make his own arrangement. Also no import license shall be arranged by the RailTel for this work.

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 ON ACCOUNT PAYMENT FOR SUPPLY OF EQUIPMENT & MATERIAL:

“On account payment” for supply of equipments, materials indicated in the schedule of requirements subject to recoveries of liquidated damages, if any, shall not be made more than twice in a calendar month as given below.

75% (Seventy five percent) of the value of equipments/ material supplied of each consignment shall be paid on production of the following documents:

- a) On receipt of materials at site.
- b) Original Inspection certificate issued by Inspecting Officer.
- c) Challan / Invoice in duplicate.
- d) A certificate that the materials supplied are as per the contract and the amount claimed in the Invoice is correct as per terms of the contract.
- e) Insurance policy for material (100% of the value of on account payment) as per Para 40.
- f) All on account payments shall be covered by a standing indemnity bond in the approved form (see form No.6).

34.1 The on account payments made will subsequently be adjusted against payments due on Provisional Acceptance or Final Acceptance.

34.2 15% (Fifteen percent) value of goods supplied shall be paid after the successful completion of installation & commissioning of these equipments at various locations and completion of all measurements and testing to the satisfaction of Engineer.

34.3 5% (Five percent) value of the goods supplied shall be paid after the successful completion of installation & commissioning of whole system and issue of “Provisional Acceptance Certificate by Purchaser's Engineer.

34.4 20% payment against the items supplied under the Schedule of supply but not installed/not required to be installed shall be paid after the successful completion of installation & commissioning of whole system and issue of "Provisional Acceptance Certificate by Purchaser's Engineer.

34.5 PROGRESS PAYMENT FOR EXECUTION OF WORK (SCHEDULE OF SERVICES)

'Progress payment' shall be made separately for each item/sub-item of work given in the Schedule of Works.

34.5.1 90% (Ninety percent) of the progress payment for each item of Schedule of Works shall be made after successful completion at various locations, joint measurement and testing to the satisfaction of Engineer.

34.5.2 5% (Five percent) value of the works completed shall be made after the issue of Provisional Acceptance Certificate and supply of Documentation as per Para 19.

35 FINAL PAYMENT

35.1 Final payment of 5% of the contract value from retention money shall be made after satisfactory completion of the work for the entire section and issue of Final Acceptance Certificate.

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

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

36 FINAL SETTLEMENT

On expiry of the warranty period and issue of the certificate of final acceptance of the entire installations, the security deposit (Para 3) will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor.

37 CERTIFICATE FOR MODVAT /VAT BENEFITS ON BILLS

a) The Contractor should submit the following certificate along with the bills:-(See para 38.4) "We certify that no additional duty set offs on the Goods supplied by us have accrued under the MODVAT/VAT Scheme in force on the date of supply after we submitted our quotations and submitted the present bill".

b) In the event of MODVAT/VAT credit being extended by the Government of India to more items that already covered, the firm should advise the purchaser about the additional benefits accrued through a letter containing the following certificate, or any variation thereof, as may be considered necessary by RailTel administration:-"We hereby declare that we can avail additional duty set offs as per latest MODVAT /VAT scheme in force now and we hereby give a reduction of (-----) per unit and agree to revise the prices indicated in the order. The current E.D. of (----- --) is payable on this reduced price. Therefore, we request you to amend the order accordingly."

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

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

40.2 **INSURANCE OF MATERIALS & INSTALLATIONS:** The Contractor shall take out and keep in force a Policy or policies of Insurance for all materials including RailTel supply materials/equipments irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued for the locations as per para 26.

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

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

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

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

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

42.2 The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

42.3 The Venue of the arbitration shall be New Delhi (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.

42.4 The Arbitrator shall give a reasoned award, which shall be binding on the parties.

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-21 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 (i) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the Contract, such certificate being final and binding upon the Contractor, provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due which at any time thereafter may become due to the Contractor by the RailTel under this or any other contract or otherwise.

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

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or

made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the 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 accrue 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.

रेलटेल
RAILTEL

SECTION-II

CHAPTER-III

FORMS OF TENDER

Form No. 1	:	Offer Letter
Form No. 2	:	Qualifying Criteria / User's Certificate
Form No. 3	:	Agreement
Form No. 4	:	Guarantee Bond for Security Deposit
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
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 No. 11	:	Deleted

FORM –I

**PARA 6.7 (i) Section-II Chapter –I
OFFER LETTER**

To
The Executive Director,
RailTel Corporation of India Limited,
2nd Floor, B-Block, Rail Nilayam,
Secunderabad Pin – 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 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of I/We offer to do the work of **“Laying of 24F & 48F UG OFC cable for NKN Phase –I, II & III Links and Last mile work for SSTL in Tamilnadu”** as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **120 (One hundred and Twenty)** days from the date of issue of Letter of Acceptance of the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- 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 15 days after receipt of notice issued by the Railways that such documents are ready or, b) I/We do not commence the work within 15 days after receipt of orders to that effect.

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

SIGNATURE OF CONTRACTOR (S) Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

ACCEPTANCE OF TENDERS

I accept the tender as above and agree to pay the rate as entered in Schedule of requirements. WITNESS

1. for and on behalf of

2. RailTel Corporation of India Limited, Southern Region

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

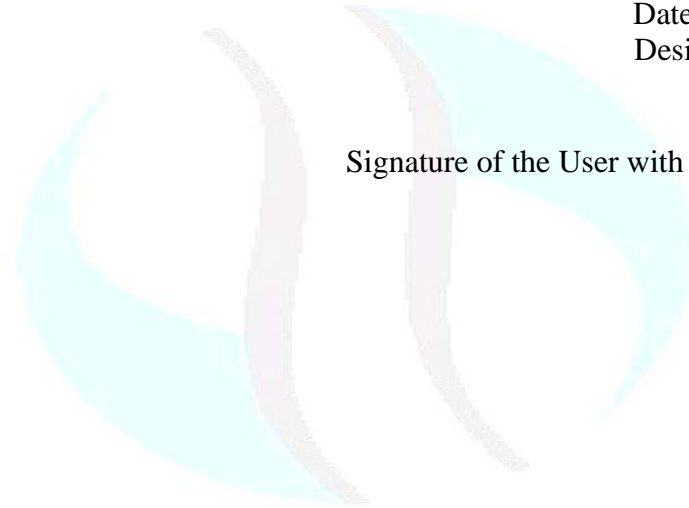
Actual date of Successful Completion

Name:

Dated:

Designation:

Signature of the User with Company Seal



रेलटेल
RAILTEL

FORM – 3

Para- 2 Section-II Chapter II

AGREEMENT

An AGREEMENT made this day of _____ 2015, between RailTel Corporation of India Limited, Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071, acting in the premises through General Manager(Southern Region) or his successor _____ of M/S RailTel Corporation of India Limited (hereinafter referred to as 'RailTel') of one part and M/s ----- (Hereinafter referred to as 'contractor') of the other part. Whereas in response to a call for Tender for "Laying of 24F & 48F UG OFC cable for NKN Phase –I, II & III Links and Last mile work for SSTL in Tamilnadu" as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for as per copy of Letter of Acceptance of Tender No. RailTel/OT/SR/MAS/2015-16/81 Dt 11.09.2015 ----- complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C hereto and at an estimated contract value of Rs. _____

(Rupees _____ Only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____

The contractor within named in the presence of:

1. Signatures 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 _____ {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 'A': Tender Paper No.
Annexure 'B': Firm's Tender No.
Annexure 'C': Letter of Acceptance of

(Signature)_____ Dated: Complete with enclosures

Form -4
Para 3 / Section-II Chapter – II

GURANTEE BOND FOR SECURITY DEPOSIT

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the General Manager, RailTel Corporation of India Limited, Chennai – 600005 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/Agreement No. dated made between and

..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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, (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 2015**

for

(Indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name



Para 4 Section-II Chapter-I**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

रेलटेल
RAILTEL

FORM - 6
Section-II Chapter –II

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 General Manager, 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 of Tender No. RailTel/OT/SR/MAS/2015-16/81, Dt:11.09.2015

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 GM/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 his 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. Dated this _____ day of _____ for and on behalf of M/s _____ (Contractor)

Signature of witness

Name and witness in Block letters

Address

रेलटेल
RAILTEL

FORM – 7 Section-II

Chapter – II

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(On Stamp paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India (Hereinafter called “the RailTel”) having agreed to exempt (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “the said Agreement”) of Mobilization Advance for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
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, (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. We, (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2015

For (Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

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)



FORM - 9

Para - 35 Section-II Chapter - I I

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

No. Date:

To,

.....

Sub: (i) Name of Work:

(ii) Acceptance Letter No.

(iii) Undertaking / Agreement No.

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

Dear Sir,

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

Expecting that you may be able to complete the work if some time is given the General Manager , RailTel Corporation of India Limited, Chennai 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.

FORM - 10
Para 18.1.3 Section-II Chapter I

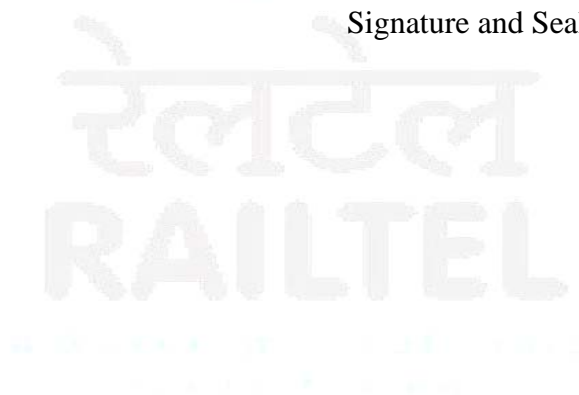
QUALIFICATION / EXPERIENCE

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



FORM – 11
PARA 40.5 / Section-II Chapter – II

Deleted

SECTION III
CHAPTER 1
Annexure -I

Technical specification and Instructions Laying of 24F & 48F UG OFC cable for NKN Phase –I, II & III Links and Last mile work for SSTL in Tamilnadu.

Technical Specification for open trenching/HDD methods.

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

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

Terms & Conditions

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

Tentative requirement of cable laying from RailTel POP to Customer premises (NKN Institutions & Last Mile customer sites)

S.No	Locations	Roadside OFC cable laying by open trenching (in Mtr)	Outside OFC cable laying by HDD method (in Mtr)
1	MMC, Chennai	0	2000
2	NIE, Chennai	0	4000
3	TRI, Chennai	0	4000
4	NITTTR, Chennai	0	3000
5	NIFT, Chennai	0	3000
6	Kilpauk Medical College, Chennai	0	5000
7	Stanley Medical College, Chennai.	0	4000
8	Chengalpattu Medical College, Chengalpattu	0	5000
	Total	0	30000

Note: The locations and qty are tentative. RailTel can change the location and qty as per the site conditions while execution.

TEST PROTOCOL FOR OPTICAL FIBRE CABLE**SYSTEM TEST PROTOCOL OPTICAL FIBRE CABLE FIELD TEST**

Route: -----

Date: -----

Station: -----

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

Section: -----

Measured by: -----

Length
(by OTDR): -----Length as per meter
marking on cable sheath-----**Optical measurements (On Line):**

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

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

2) Visual Inspection (On Line):

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

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

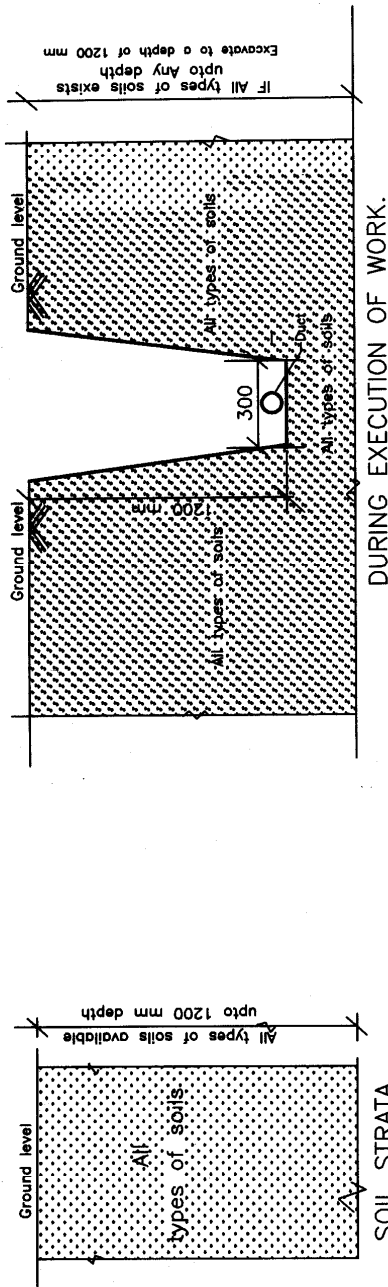
S.No.	LENGTH
1. -----	M
2. -----	M
3. -----	M
4. -----	M
5. -----	M

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

Contractor's Representative

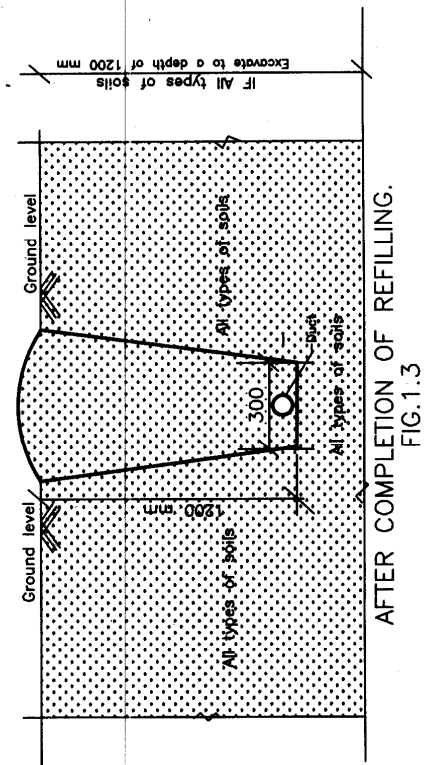
RailTel's Representative

Chapter IV DRAWINGS



Note: All dimensions are in millimetres.

RAILTEL CORPORATION OF INDIA Ltd..	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/1.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IN ALL TYPES OF SOILS (Normal soil/Soft soil/Sandy soil)	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY)
MANAGER/PROJ	(M MURALI KRISHNA)
AGM/SC.	(P V MURALI KRISHNA)





DURING EXECUTION OF WORK.
FIG.2.2

Note: All dimensions are in millimetres.

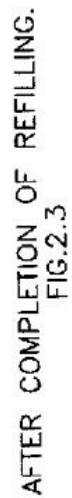

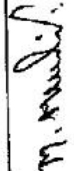



FIG. 2.3

RAILTEL CORPORATION OF INDIA Ltd.	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/2.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IN Hard Morrum/Soft Rocky soil	
NOT TO SCALE	
CONSULTANT.	 (G VEERASWAMY)
MANAGER/PROJ	 (M MURALI KRISHNA)
AGM/SC.	 (P V MURALI KRISHNA) 15/2/18

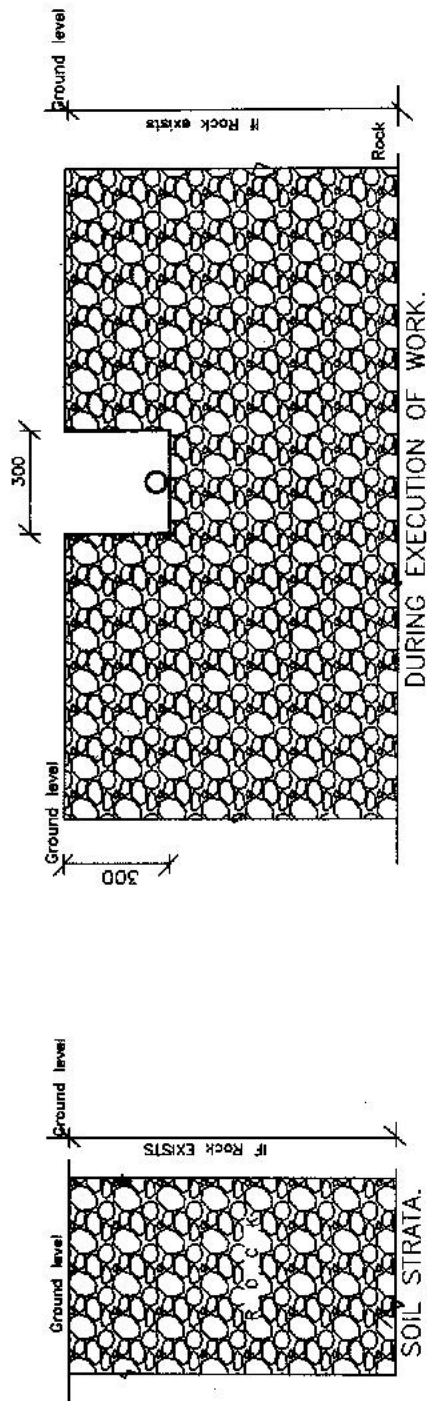


FIG.3.1

FIG.3.2

NOTE;

1.All dimensions are in millimetres.

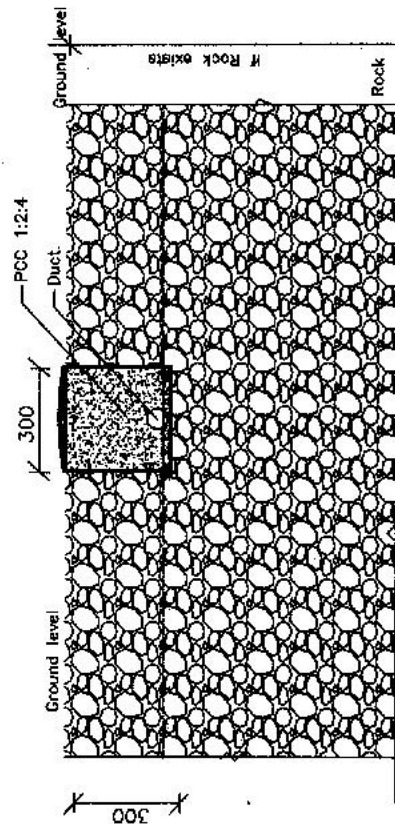
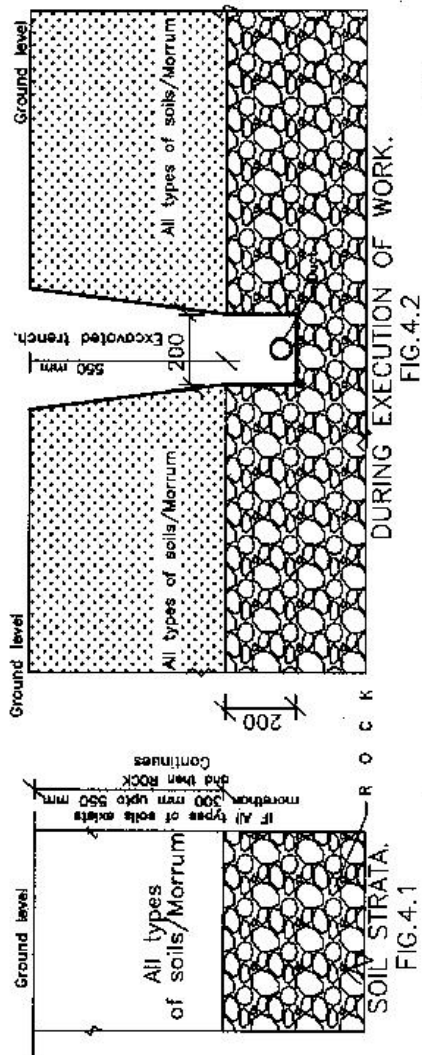


FIG.3.3

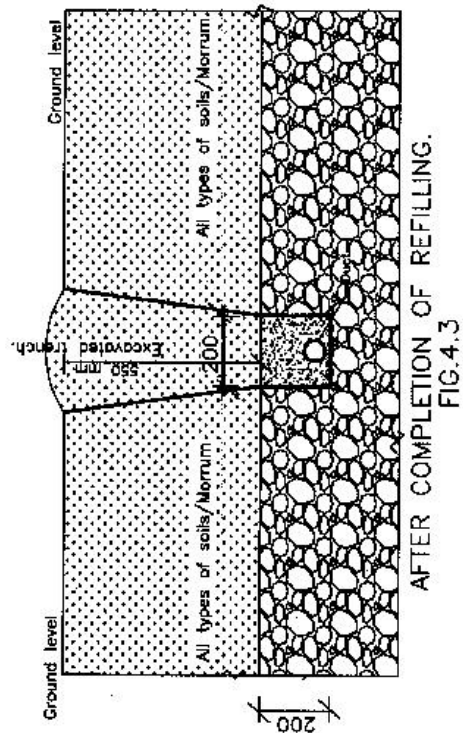
RAILTEL CORPORATION OF INDIA Ltd..	
RGM/SR/SC.	DRG No.RAILTEL/SR/OFC/2008/3.
SKETCH SHOWING THE PROCEDURE FOR EXCAVATION OF CABLE TRENCH IF ROCK EXISTS FROM SURFACE OF GROUND.	
NOT TO SCALE	
CONSULTANT.	(G VEERASWAMY) <i>G. Veeraswamy</i>
MANAGER/PROJ	(M MURALI KRISHNA) <i>M. Murali</i>
AGM/SC.	(P V MURALI KRISHNA) <i>P. V. Murali Krishna</i> 15/12/15

Depth of Rock from surface	Cutting of ROCK		Plain cement concrete	
	width	depth	Top level	Bottom level
300	200	200	300	500
350	200	200	350	550
450	200	200	450	650
550	200	200	550	750

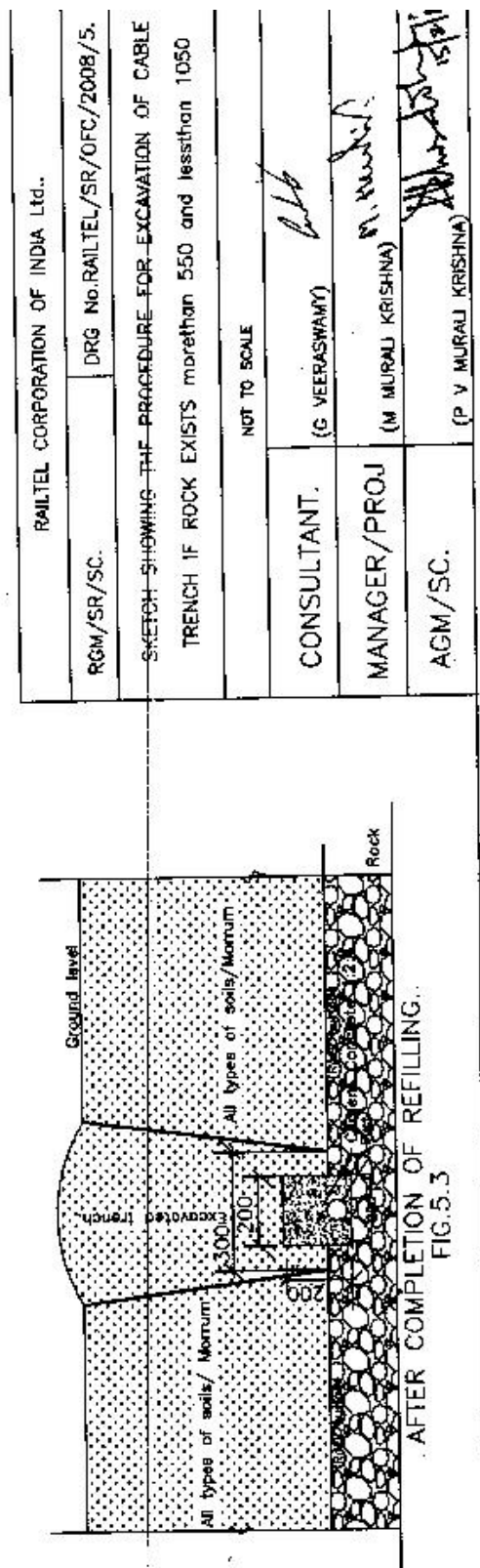


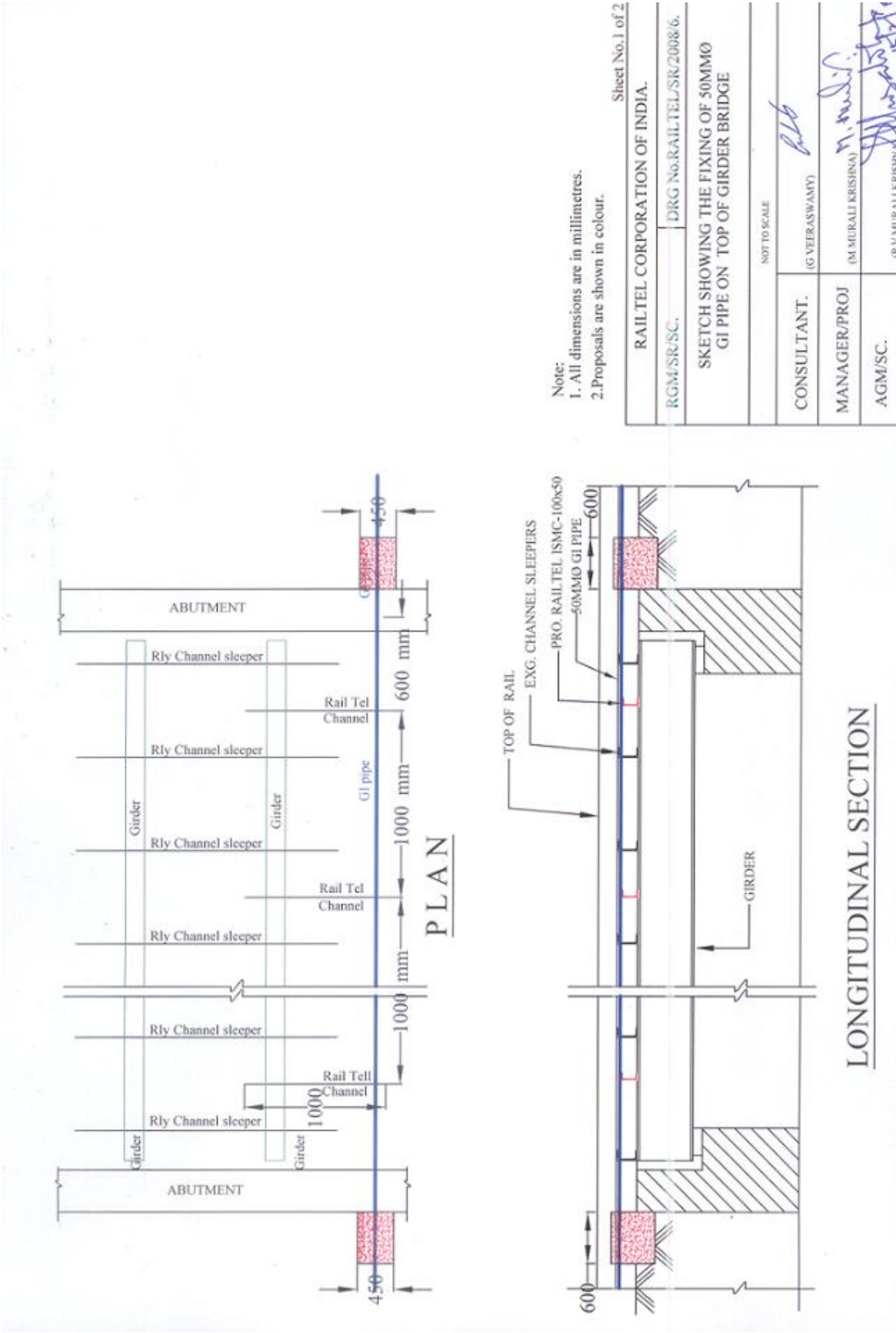
NOTE:

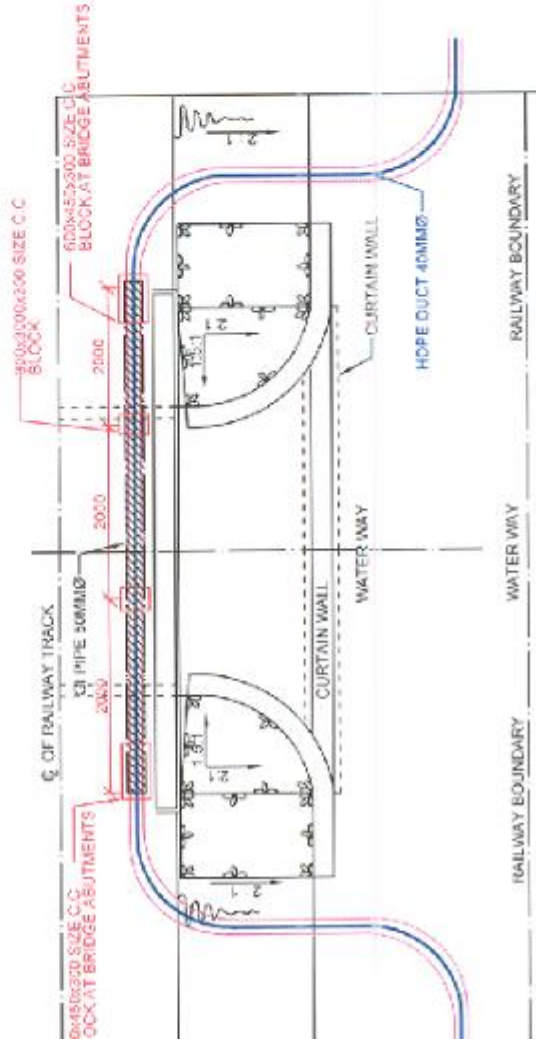
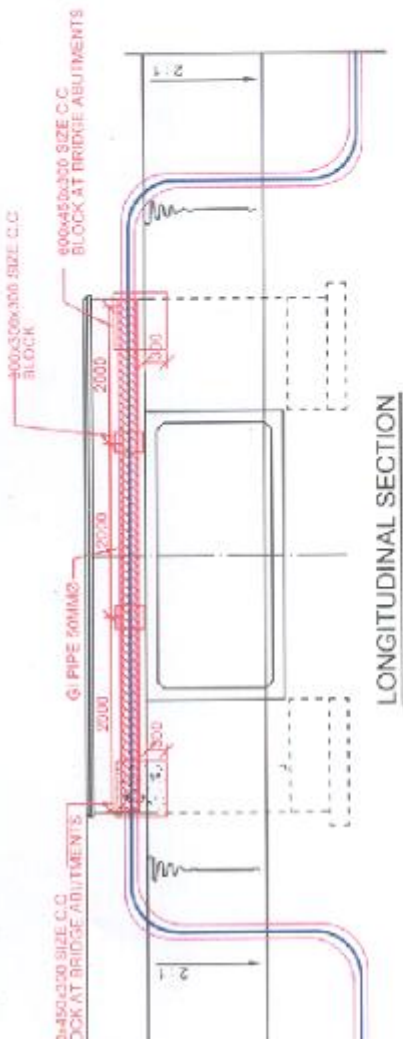
1. All dimensions are in millimetres.



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



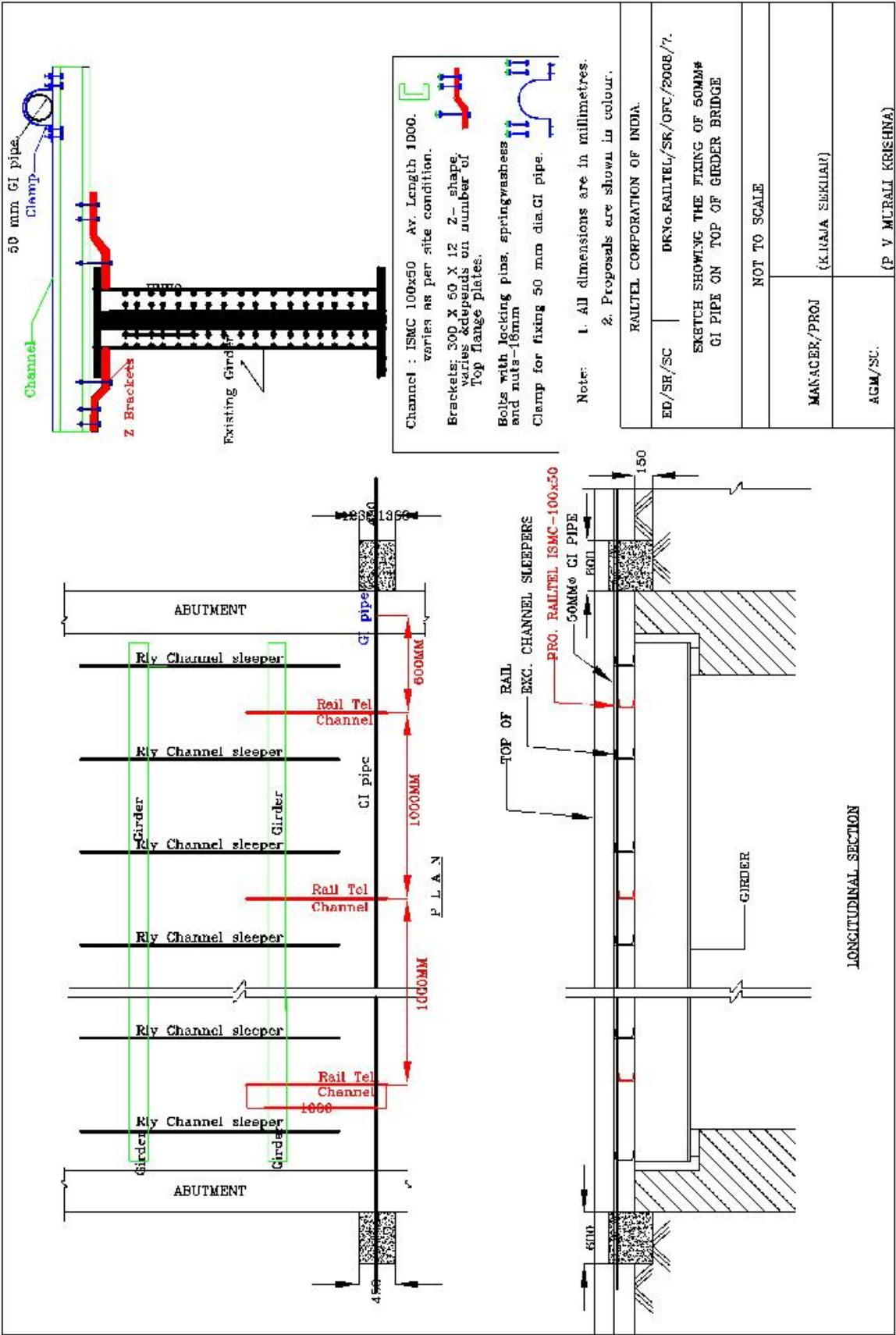


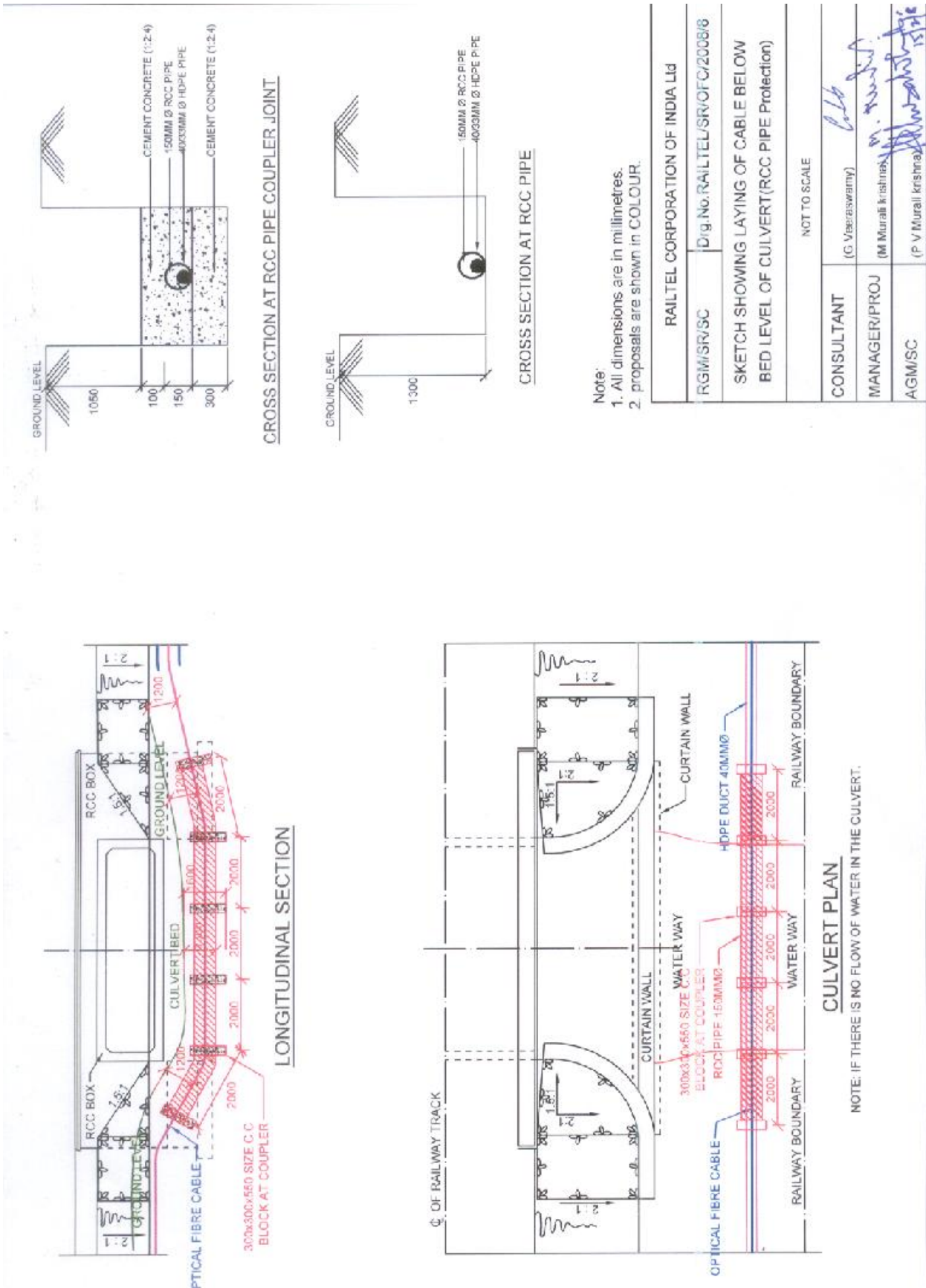


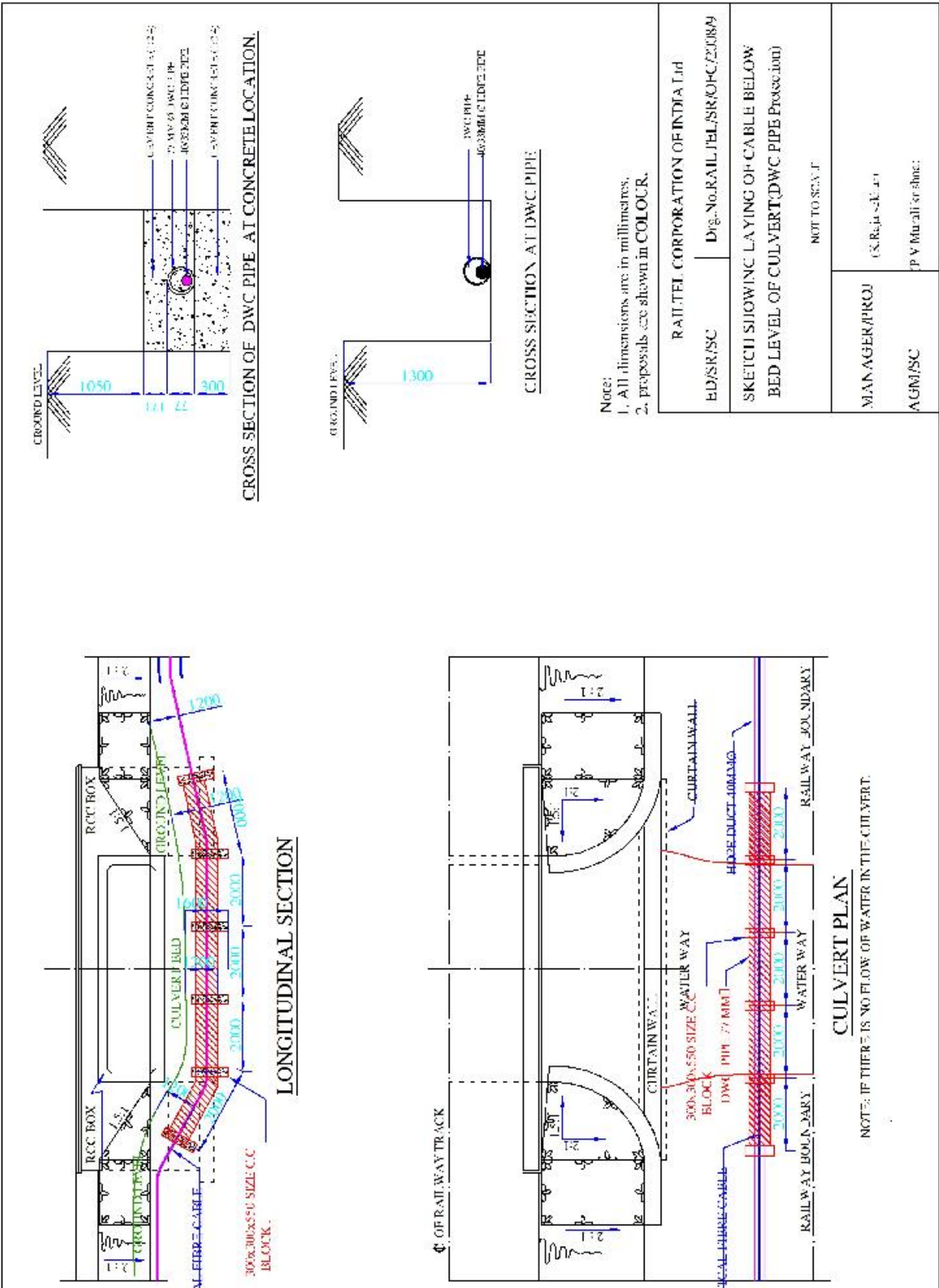
Note:
1. All dimensions are in millimetres.
2. proposals are shown in colour

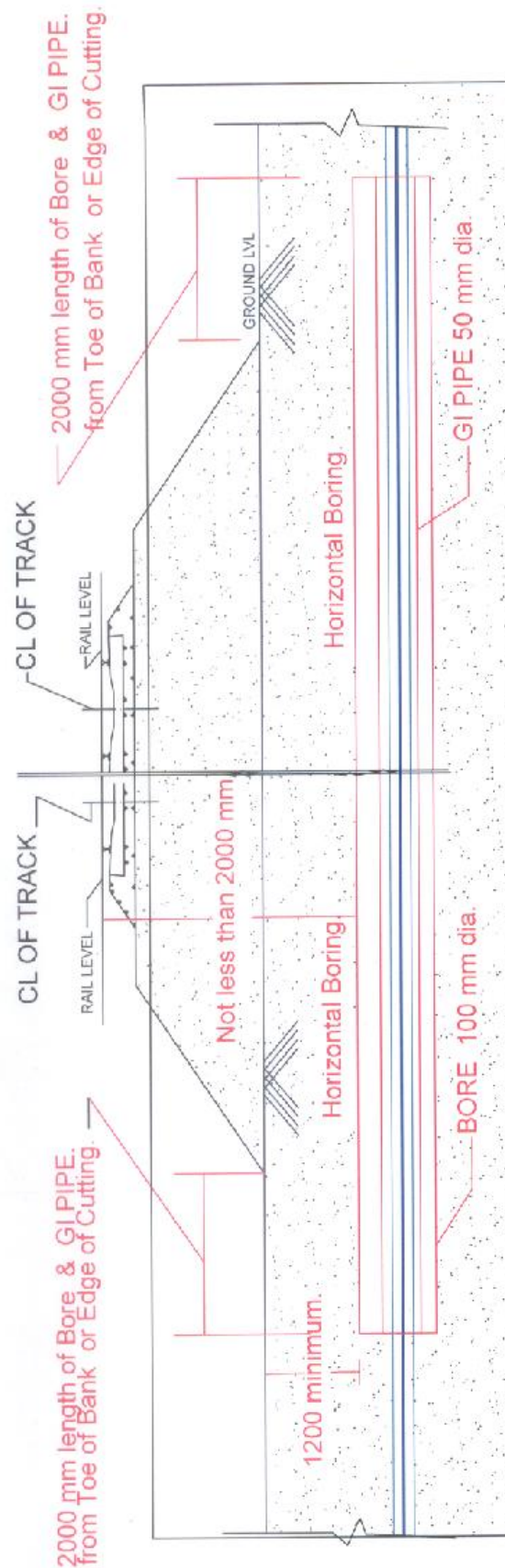
Sheet No. 2 of 2.

RAILTEL CORPORATION OF INDIA Ltd	
RGM/SR/SC	Drng.No.RAILTEL/SR/OFC/2008/6
SKETCH SHOWING LAYING OF CABLE OVER RCC CULVERT	
NOT TO SCALE	
CONSULTANT	(S. Vengal Rao)
MANAGER/PROJ	(M. Murali Krishna)
AGM/SC	(P. V. Murali Krishna)









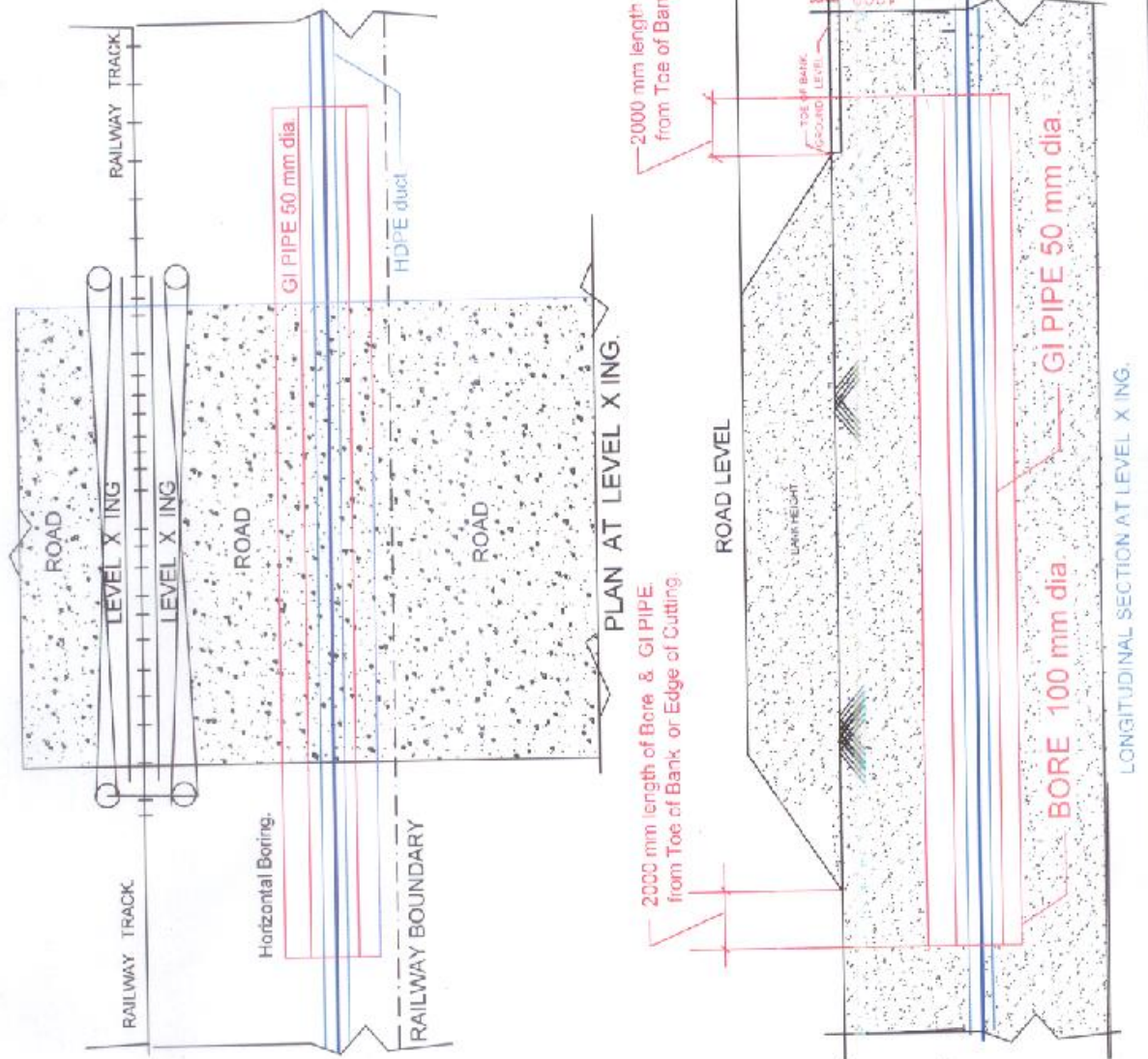
Sheet No. 1 of 2

RAILTEL CORPORATION OF INDIA Ltd	
RGM/SR/SC	Drg No. RAIL TEL/SR/OFC/2008/10
DRILLING OF 100MMØ HORIZONTAL BORE ACROSS THE RAILWAY TRACK	
NOT TO SCALE	
CONSULTANT	(G. Veeraswamy)
MANAGER/PROJ	(M Murali krishna)
AGM/SC	(P V Murali krishna)

CROSS SECTION OF RAILWAY EMBANKMENT.

Note:

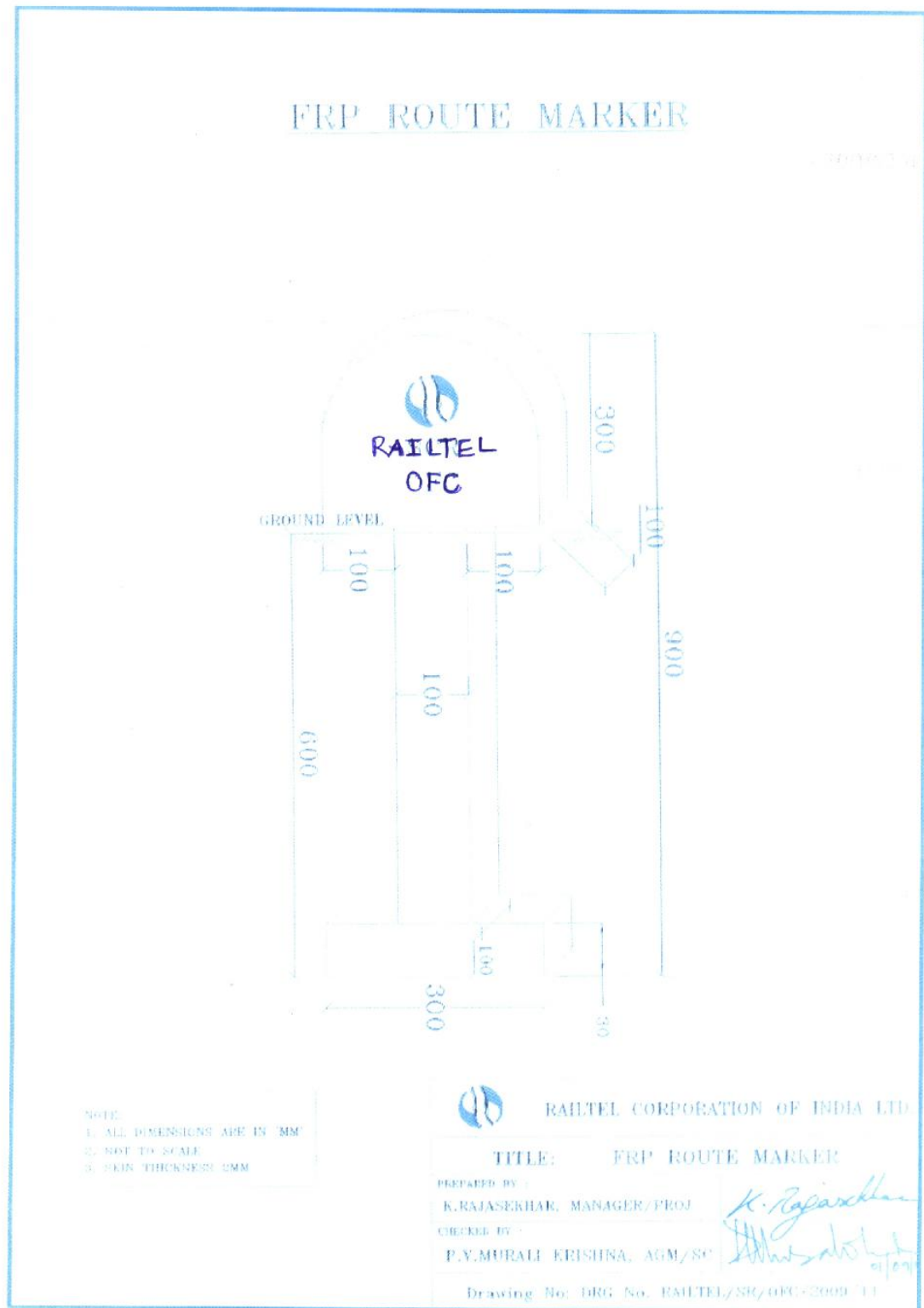
1. All dimensions are in millimetres.
2. PROPOSALS ARE SHOWN IN RED
3. Depth 2000 mm from ROAD LEVEL or 1200 mm from GROUND LEVEL whichever is more deeper.



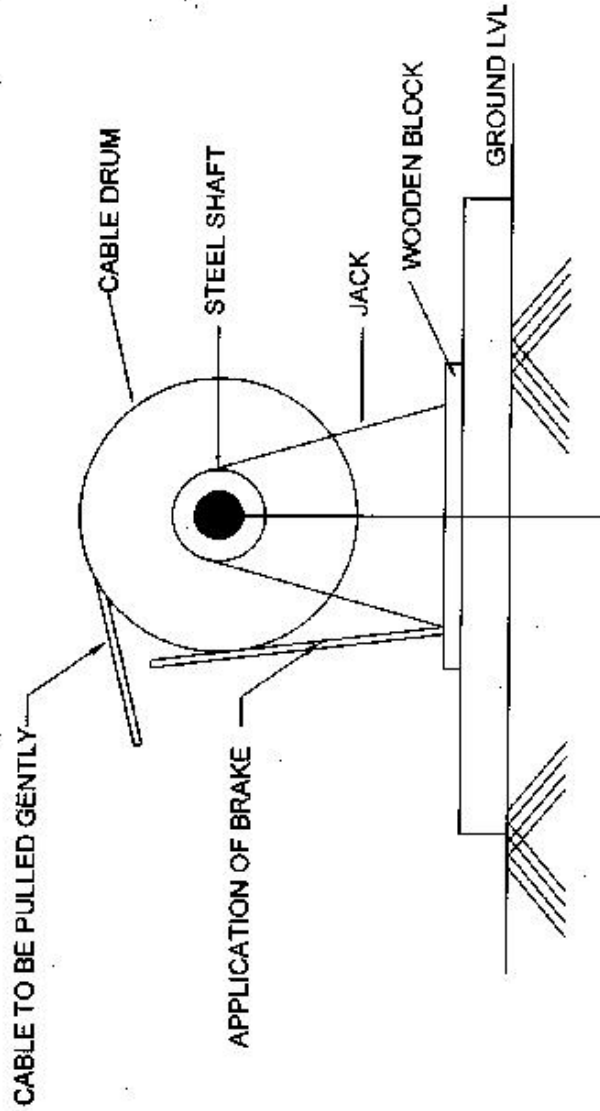
- Note:
1. All dimensions are in millimetres
 2. Proposals are shown in RED
 3. Depth 2000 mm from ROAD LEVEL or 1200 mm from GROUND LEVEL whichever is more deeper

Sheet No. 2 of 2.

RAILTEL CORPORATION OF INDIA Ltd	
RGM/SR/SC	Dr. No. RAIL TEL/SR/OT/C/2008/10
DRILLING OF 100 MM Ø HORIZONTAL BORE ACROSS THE ROAD AT LEVEL CROSSING	
NOT TO SCALE	
CONSULTANT	(S. Veeraswamy)
MANAGER/PROJ	(M. Murali Krishna)
AGM/SC	(P. V. Muril Krishna)







RAILTEL CORPORATION OF INDIA Ltd	
RGM/SR/SC	Drg No.RAILTEL/SR/OFC/2008/13
METHOD OF MOUNTING THE BRAKE	
NOT TO SCALE	
CONSULTANT	(G.Veeraravany)
MANAGER/PROJ	(M Murali Krishna)
AGM/SC	(P V Murali Krishna)

Any other drawings not available in the tender document can be obtained from RailTel Engineer in charge.