

Tender No. RailTel/Tender/OT/ER/HQ/2016-17/978 Dt. 08.12.2016.

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking) (Under Ministry of Railways)

Tender Document

For

Provisioning of Split Type Air-Conditioner (1.5 Ton capacity) with Timer at different RailTel PoPs in Tripura.



**RAILTEL CORPORATION OF INDIA LIMITED
EASTERN REGION
3rd FLOOR CHATTERJEE INTERNATIONAL CENTRE
33A, JAWAHARLAL NEHRU ROAD
KOLKATA – 700 071.
PHONE : (033)44041499 FAX : (033)44041490**

Tender Copy issued to:

Cost of Tender Document: Rs. 2100/- (Rupees two thousand one hundred only)

I N D E X

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CHAPTER – I

NOTICE INVITING TENDER

Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/978

Dt.08.12.2016

RailTel Corporation of India Ltd., Eastern Region, 3rd floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 invites sealed Tender for “Provisioning of Split Type Air-Conditioner (1.5 Ton Capacity) with Timer at different RailTel PoPs in **Tripura.**”

- a) Last date and time of submission of Tender : On 20.01.2017 up to 15:00 hrs.
- b) Date & Time of opening of Tender : On 20.01.2017 up to 15:30 hrs.
- c) Estimated cost of the work : Rs. 17,00,000.00/-
- d) Earnest Money Deposit : Rs. 34,000/- (Rupees thirty four thousand only) to be payable in the form of Demand Draft in favour of RailTel Corporation of India Ltd., payable at Kolkata.
- f) Cost of Tender Document : Rs.2,100/- (Rupees two thousand one hundred only) By hand/document down loaded from website inclusive of VAT @5% payable by Demand Draft in favour of RailTel Corporation of India Ltd., payable at Kolkata from any schedule Bank(Non-Refundable). Rs.500/- to be paid extra, if submitted by post.
- g) Validity of offer : 120 (one hundred twenty) days from the date of opening of Tender
- h) Completion period : 60 (Sixty) days from the date of issue of Purchase order.

The offers shall be opened on above said date in the presence of those bidders who choose to be present. If the above said date happens to be a holiday the same shall be done on the next working day. The tender offers are deemed to be valid for acceptance for a period of 120 days from the date of opening of the tender. Late, delayed, incomplete tenders and or with insufficient EMD will be summarily rejected.

**Jt. General Manager/Project
For RailTel Corporation of India Limited,**

Chapter - II

INSTRUCTIONS TO TENDERERS

1.0 INSTRUCTIONS TO TENDERERS:

1.1 TENDERING INSTRUCTIONS:

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. While submitting the Tender documents,, the tenderer should attach a Demand Draft drawn from a scheduled bank in favour of "RailTel Corporation of India Ltd", payable at Kolkata, towards the cost of the tender document. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and shall be super scribed on the envelope Tender No & Description as "Tender No. RailTel/Tender/OT/ ER/HQ/2016-17/978 dt. 08.12.2016. "Provisioning of Split Type Air-Conditioner (1.5 Ton Capacity) with Timer at different RailTel PoPs in Tripura."

- 1.2 Tender cover should be addressed to The Executive Director, Eastern Region, RailTel Corporation of India Ltd, 16th Floor Chatterjee International Centre, Kolkata The Tender should reach the office of the Executive Director, Eastern Region, RailTel Corporation of India Ltd. on or before 15.00 hrs. on **20.01.2017**. The tender will be opened on the same day at 15.30 hrs. If it is happened to be a holiday, tender will be opened on the next working day at the same time.

1.3 SUBMISSION OF OFFERS AND FILLING OF TENDER:

- a. Tender form is not transferable and the tender should be submitted by the party in whose favour the same has been issued or sold.
- b. Tenderers should quote in the prescribed form, duly filled in and signed, accompanied with the signed Tender documents. Tenderers, falling in this category, may also quote in their own letter-head, accompanied with signed tender documents. For such offers without signed tender documents, the RailTel reserve their right to ignore the same. However, these may be considered on merits in deserving cases. In the event of placement of orders on such Tenderers, they shall have to sign the Tender documents (sent by the RailTel or subsequently on payment) as token of acceptance of General and Special Conditions of Tender and Standard Conditions of Contract, before placement of orders on them.
- c. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- d. Deleted.
- e. The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction/over writing should be properly attested by the Tenderer at every correction.

- f. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. However this does not preclude the RailTel for availing themselves of the lower rates of the two.
 - g. Tenderers are requested to go through the Standard Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, General and Special Tender conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions.
- 1.4 Tender sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible. Bids received after due date and time shall be summarily rejected and shall not be opened.

2.0 **EARNEST MONEY**

- 2.1 The tenderer shall deposit a sum of Rs. 34,000 (Rupees thirty four thousand only) as earnest money along with the tender in favour of RailTel Corporation of India Ltd., payable at Kolkata. Tenders without earnest money will be summarily rejected. Earnest Money of unsuccessful Tenderers shall be returned within reasonable time and that of successful tenderer after supply Installation & Commissioning of the material. The EMD amount may also be adjusted in the security deposit amount, if the successful tenderer requests for it.
- 2.2 EMD should remain valid for a period of at least 60 days beyond the bid opening date.
- 2.3 **Forfeiture of Earnest Money:**
When the Tenderers undertake to keep the offers valid for a particular period but if the offer is withdrawn or revised within the validity period, the Administration gets the right to forfeit the Earnest Money Deposit.
- 2.4 No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

3.0 Not used

4.0 **CONTRACT PERFORMANCE GUARANTEE (PBG) AND SECURITY DEPOSIT:**

- 4.1 On receipt of the Purchase Order of Tender from the RailTel, the successful Tenderer should give a Security Deposit in the form of Bank Draft @ **5% of the LOA value** within 15 (Fifteen) days from the date of issue of PO.
- 4.2 If the successful tenderer is not able to deposit the security deposit amount within 15 days from the date of issue of PO, the EMD may be adjusted to security deposit and the balance amount of SD can be deducted from the 1st on account bill.
- 4.3 The Security Deposit shall be released after satisfactory completion (Supply & Installation) of whole the work and after issuance of Provisional Acceptance Certificate.

- 4.4 The Performance Guarantee @ 5% of the PO value should be furnished by the successful tenderer within 21 (Twenty one) days after issue of PO in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document. The Instruments for Performance Guarantee should be valid for three months beyond the completion period and warrantee period.
- 4.5 If the successful tenderer is not able to submit the performance guarantee within 21 days from the date of issue of PO, the amount of PBG can be deducted from the 1st on account bill.
- 4.6 Performance Guarantee shall be released after satisfactory completion of the warrantee period and issuance of Final Acceptance Certificate.
- 4.7 Wherever the contracts are rescinded, the Performance Guarantee shall be en-cashed and security deposit shall be forfeited.
- 4.8 The balance work shall be got done independently without risk and cost of the original contractor.
- 4.9 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

5.0 LATE TENDERS:

Late and delayed tenders will not be accepted.

6.0 ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

For Open Tenders, representatives of Tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

7.0 GENERAL

- 7.1 All corrections and over-writing must be attested
- 7.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer.
- 7.3 No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation.
- 7.4 In all matters of dispute, the decision of the Executive Director, Eastern Region, Kolkata shall be final and binding
- 7.5 Tenderer while quoting may specifically note the following: -
 - a) All prices shall be inclusive of all taxes/duties/Freight as applicable at present.

- b) During the course of Supply, any statutory variation in taxes / duties shall be to contractor's account on production of valid documentary evidence. Tenderer may submit the taxes / duties structure considered by him while quoting the rates.

7.6 Other Particulars to be enclosed along with tender:

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

- i) Performance statement for supply of same or similar items. Correct status/supply position of pending orders if any should be invariably indicated. Supporting documents are to be enclosed.
- ii) Complete Tender documents duly signed on each page in token of having accepted.
- iii) **The make and model No. of the item offered against schedule of requirement should be clearly mentioned in the offer along with the technical specifications.**
- iv) Proof for having paid EMD.

7.7 Completion Period:

60 days from the date of issue of Purchase Order.

7.8 Destination:

Station wise / consignee wise details are given at Annexure-'V'.

7.9 Warranty Period:

- (i) The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- (ii) The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 18 months after their delivery or 12 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- (iii) If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the

goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit.

- (iv) The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or - otherwise.

8.0 **TERMS OF PAYMENT:** See Chapter V (General Tender Conditions) Para 1.2.

9.0 **Inspection:** by authorized representative of Executive Director/Eastern Region.

9.1 **Consignee:** List of consignee is indicated in Annexure –‘V’.

10.0 **Paying Authority:** Bill passing officer is Executive Director, Eastern Region and bill paying officer is DGM/Finance.

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

12.0 **Rate, Taxes & Duties**

12.1 The price quoted should be firm and inclusive of all taxes & duties like import, custom, c.v.d., ED & Sales Tax, Octroi, Entry Tax, VAT, Service Tax, CST etc. The offer should be inclusive of packing, forwarding, freight & insurance charges. However, the detailed breakup of the taxes, duties and other charges should be indicated clearly.

12.2 Tenderer should submit offer on FOR destination basis. Tenderers should clearly indicate, separately ex-works basic price, packing charges, forwarding charges, Excise Duty, Educational Cess, Sales Tax/VAT , Service Tax and Freight charges upto destination, applicable for each unit tendered. Duties and Taxes are not payable on freight and forwarding charges. Therefore, if the tenderer happens to quoted a composite price, due break-up is to be given showing freight and forwarding charges separately. If necessary, please use a separate sheet, wherever required.

12.3 Concessional Sales Tax ‘Form C’ will be issued by RailTel, wherever applicable and requested by the tenderers in the offers.

12.4 Wherever Value Added Tax is applicable, the following may be noted:

- a) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/ input tax credit that would become available to them by switching over to the

system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.

c) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly".

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

"We hereby declare that additional set off/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

" If any surcharge on tax is applicable the same should be indicated clearly. **If sales tax is not quoted in the offer, it shall be considered that no sales tax is applicable.**

12.5 Octroi Exemption Certificate: The purchaser will not bear any octroi charges, and if required will issue octroi exemption certificate only. In the event of octroi exemption certificate not being honoured by the concerned municipal authority, and octroi charges become payable, the supplier will have to bear the octroi charges.

12.6 Validity:

Tenderers are to keep validity of their offer open for a minimum period of 120 days.

13.0 Eligibility Criteria: -

13.1 Technical:

13.1.a The Tenderer should be a reputed original equipment manufacturer (OEM) or an authorized dealer of the OEM.

13.1.b The Tenderer should have completed the supply & Installation of Air Conditioners for the quantity equal to or more than mentioned quantity in this tender during last 3 financial years and current year.

13.2 Financial:

13.2.a The Tendered should have executed the work orders for 150% amount of the total tendered value. The audited accounts for last three financial years should be submitted along with the offer.

13.2.b The Tendered have to submit the service tax/VAT/Excise Duty registration etc. details at the time of bidding.

14.0 Procurement from Manufacturers, authorized agents/distributors:

14.1 Where a manufacturer appoints an agent or a distributor on the basis of a written authority agreement for participation against this tender, he shall give an undertaking to the following effect.

- 14.2 Inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the ware house/Godown shop of the dealer.
- 14.3 Direct dispatch from the premises of the manufacturer to the RailTel consignee after inspection and acceptance.
- 14.4 Submission of manufacturer's Test and Guarantee Certificate with each lot of supplies.
- 14.5 The authorized agents/distributors price will not exceed that which the manufacturer would have quoted. Failing which offers will not be considered.

15.0 Evaluation Criteria:

- i) Rates quoted by the Tenderers with discounts if any linked to quantity and other vague clauses will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable.
- ii) Inter-se position of the offers will be determined on Total Unit Rate basis which will include basic rate, ED, Educational Cess, Sales Tax (Local/VAT), Packing charges, Forwarding charges, Installation and commission charges, freight, insurance and any other charge or cost quoted by the tenderer.
- iii) Octroi charges are to be borne by the supplier. However, certificate can be issued by RailTel on request for availing exemptions. In any case, if any tenderer quotes octroi charges as extra without specific amount or % on the offer value, then their offer will be evaluated ignoring octroi charges. Any correspondence on this octroi clause from the tender shall mean revision of Offer which will entail forfeiture of EMD as per clause 2.3 of chapter II.

16.0 Excise Duty:

- 16.1 Tenderers are requested to refrain from quoting vague terms like "Excise Duty applicable" and mention clear the rate of ED leviable for the tendered stores. If the quoted rate is inclusive of ED, the tenderer must indicate the ED considered clearly. If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch. General phrases as "Excise duty Extra as applicable" shall not be accepted. Please mention clearly if excise duty is applicable on the tendered item or not.

If Excise Duty (ED) is being charged extra, then the tenderers should clearly indicate the exact rate of ED applicable in their offers.

If concessional ED is applicable at the time of quoting of offers and the tenderers wish that actual ED at the time of supply should be paid, then they should clearly indicate that ED will vary based on the turn over value and must also indicate the maximum rate of ED payable. Tenders will be evaluated on the basis of maximum rate of ED which may become applicable. However, ED will be reimbursed at actuals and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offers with exact rate and statutory variation is also claimed by the firm in the offer, the same will be considered duly evaluating the offers with exact rate of ED. In no case the variation in ED due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer. If tenderer misclassifies the goods under relevant excise tariff rules, the RailTel will not pay increased Excise Duty due to such misclassification.

ED will be paid subject to documentary evidence and government notifications only.
If ED is not quoted in the offer, it shall be considered that no ED is applicable.

16.2 Payment of ED and Excise Duty- Modvat Rules.

- i) The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed.
- ii) The claim for ED on each bill should be supported by the following certificates.
 - a) The rate of ED is advalorem. The ED at present legally leviable in this case is Rs.....i.e. on Rs.....being the unit value of the Stores assessed by the concerned authority of the Excise department.
 - b) Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made there under.
 - c) Certified that the amount of Rs.....claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.

Certificate:- The Tenderers will have to give the following certificates in their offer:-

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' available under the existing scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under scheme, by way of reduction in price and advise the purchaser accordingly."

- 17.1 **Others:** The details / proof of payment of Sales & Service Tax on materials supplied to RailTel if paid shall be furnished along with the invoice. If not paid, a declaration may be furnished.
- 17.2 **PURCHASER'S RIGHT TO VARY QUANTITIES** The Purchaser reserves the right to increase or decrease by up to 25% of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

19.0 SPLITTING OF ORDER

RailTel will have right to split the order among two or more suppliers.

19.1 Distribution of Quantity

Not used

20.0 Annulment of Award

Failure of the successful bidder to comply with the purchase order shall constitute sufficient ground for the annulment of the award and forfeiture of SD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

21.0 UNIT PRICES

21.1 The prices quoted by the Tenderer shall include prices of all materials, incidental charges for transport, loading/unloading and handling of materials, charges for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunts charges, banker's charges for Bank Guarantee, Indemnity Bonds inclusive of cost of Stamp etc. As applicable and also the charges, if any, levied by the Railway.

21.2 The prices shall include all Taxes, Duties, Royalty and other levies etc., (Including Octroi, Entry Tax etc) applicable on this contract. Therefore, the firm should quote their prices taking into account the rate of Central Sales Tax/ Local Sales Tax/VAT/Service Tax or any other tax leviable on the contract.

21.3 The prices quoted by the tenderer shall include costs towards Administration of Contract, Insurance Premium, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials, Road transport which the contractor may use for carriage of materials to his depot/ site of work and any other charges incurred towards delivery of the material at site. The prices shall also include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.

21.4 The price to be quoted by the Tenderers should take into account the credit availed on inputs under the VAT/CENVAT scheme. 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. The bidder in this regard may submit the details of breakup of all taxes and duties so that RailTel can avail the CENVAT credit benefits.

21.5 The prices quoted in the contract shall be inclusive of all taxes i.e. excise duty, octroi, entry tax, local levies, sales tax and Service Tax levied by any statutory authority, VAT or any other tax. The tenderer will indicate the details of taxes

included in the unit prices. Offer received without specific details/ break up of various taxes included in the unit prices are liable to be summarily rejected.

- 21.6 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.
- 21.7 All taxes, duties and levies (Including octroi etc.) arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule.
- 21.8 The price shall be firm in Indian Rupees and FOR Destination. No foreign exchange will be made available by the purchaser.
- 21.9 The break up of the composite price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Service Tax, Freight, Octroi, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 21.10 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. However, the taxes, duties and other statutory levies/charges shall be payable as per actual at the time of delivery based on documentary evidence.
- 22.0 **Clause wise Compliance**
Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.
- 23.0 **FORCE MAJEURE CLAUSE**
If at any time during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may, at its option, terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may, at the time of such termination, take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.
- 24.0 **ARBITRATION:**
- 24.1 Any dispute or differences of any kind whatever arising in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandoned

or breach of the Contract) shall be referred to and settled by the sole arbitrator in accordance with the provisions contained in arbitration and conciliation Act,1996.

- 24.2 The sole arbitrator shall be appointed by the CMD of RailTel corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at time after execution hereof to the appointment of the arbitrator by the CMD of RailTel corporation of India Limited including that the person appointing the arbitrator is connected to and / or employed with RailTel Corporation of India Limited.
- 24.3 The venue of the arbitration shall be New Delhi (India). The arbitration proceedings shall be conducted in English and the cost of the arbitration shall be borne between the parties in equal proportion.
- 24.4 The arbitrator shall give a reasoned award, which shall be binding on the parties.

25.0 FAILURE AND TERMINATION:-

- 25.1 If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-
- (a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 0.5% per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. This amount may be maximum 20% of the total purchase order value.
 - (b) 1. Risk Purchase clause is deleted for all orders, as levy of 10% Security deposit & performance guarantee has been made compulsory. In case of failure of contract, Security Deposit shall be forfeited and performance guarantee will be en-cashed. Such failure shall be recorded & will be considered by RailTel on merit in future cases.
 2. In such cases as covered under (1) above, the quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier.
 3. Adverse performance of such firms will be recorded and intimated to the approving authority & also to be taken into account in future tender cases on merit.

- 26.0 **Consequences of Rejection:** If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

- (i) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- (ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the

Contractor's liability as regards the supply of any further installment due under the contract, or

- (iii) cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under Sub-clause (ii) above or under this Sub-clause, the provision of Clause 24.0 above will apply as far as applicable.
- (iv) where under the contract the price payable is fixed F.O.R dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

27 **CONCESSIONS TO MSE UNITS**

Not used

Chapter- III

OFFER LETTER

To,
Executive Director,
RailTel Corporation of India Limited,
Eastern Region,
Chatterjee International Centre, 16th floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071.

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per the Schedule of Requirement under Tender No. RailTel/Tender/OT/ER/HQ/2016-17/978 dt. 08.12.2016 to RailTel Corporation of India Limited at the rates quoted in the attached Schedules and hereby bind myself/ourselves to complete the supply of material and installation work as per the Schedule of Requirement within **60 days** from the date of issue of Work Order/ Purchase Order. 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 RailTel for the present contract.

A sum of **Rs.** _____ only as an Account Payee Demand Draft drawn in favor of RailTel Corporation Of India Ltd. No. ----- dt. ----- issued by ----- is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit and Performance Bank Guarantee within 15 days & 21 days after receipt of orders to that effect.

SIGNATURE OF SUPPLIER (S)

Date

SUPPLIER (S) ADDRESS

SIGNATURE OF WITNESSES

1.

2

Chapter – IV
SCHEDULE OF REQUIREMENTS
(PRICE SCHEDULE)

(A) SUPPLY

SN	Item Description	Unit	Qty.	Basic Unit price	Make & Model No.	ED @ _____ %	Sales Tax/Service Tax/CST/VAT @ _____ %	Insurance Charges	Packing, Forwarding & Transportation charges (Freight up to destination)	Unit Cost F.O.R destination	Total Unit Cost (in Fig. & words)	Total Cost (in Fig. & words)
1.	Supply of Split type room Air Conditioner of 1.5 TR Capacity (5 star) as per technical specification	Nos.	34									
2.	Supply of Timer unit for running the AC in desired time Schedule	Nos.	34									
	Total(RS)											

(B) SERVICES

SN	Item Description	Unit	Qty.	Installation and Commissioning Charges	Service Tax -- ----- %	Total Unit Cost (in Fig. & words)	Total Cost (in Fig. & words)
1.	Installation & commissioning of split type air-conditioner with all fittings & accessories, fixing of Timer, provisioning of power point with wiring from main switch.	Job	34				
	Total Amount (Rs.)						

Signature of the Tenderer with seal

Guidance:

- a. Unit Cost quoted against each item above should be inclusive of all duties, taxes, freight, Service Tax etc.
- b. Break up of Taxes to be submitted by bidder.
- c. Model number & make of unit offered is to be mentioned. Detailed specification of unit offered shall also be attached with the offer.
- d. The contractor has to quote rates for all the items both (A) Supply and (B) Services. The tender will be decided based on the combined cost of work rates quoted for Schedule of Supply & services.
- e. Evaluation will be done on the total amount quoted by Vendor.

Signature of the Tenderer with Seal

Chapter – V

GENERAL TENDER CONDITIONS

1.0 Acceptance of the Offers:-

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

1.1 Quantity to be ordered:

- a) RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.
- b) The purchaser reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 25% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.

1.2 Payment Terms:

- 1.2.1 70% of the supply value of the PO on receipt of materials at site duly inspected, accepted and accompanied with the following:

- Invoice in original
- Delivery Challan
- Inspection Certificate
- Consignee receipt
- Warranty certificate
- Undertaking against fall back clause no. 2 of Special Conditions.
- Excise Invoice if any.

- 1.2.2 25% of the supply value of the PO after successful installation, testing and commissioning of the same and after issuance of Provisional acceptance certificate.

- 1.2.3 Balance 5% of the supply value of the PO on successful completion of the **whole work** (after completion of warrantee period and issuance of final acceptance certificate).

- 1.2.4 90% of installation & Commissioning value of the PO after successful installation, testing and commissioning of the same and after issuance of Provisional acceptance certificate.

- 1.2.5 Balance 10% of installation & Commissioning value of the PO on successful completion of the **whole work** (after completion of warrantee period and issuance of final acceptance certificate).

1.3 Inspection Clause:

Inspection and acceptance of the supplied material will be done by authorized representative of Executive Director/Eastern Region, RailTel Corporation of India Ltd.

1.4 Terms of Delivery:

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- b) Tenderer shall submit the quotation clearly on FOR destination basis. If firm's offer is FOR Dispatching then applicable freight charges should be clearly indicated, failing which the offer will be considered as incomplete and ignored.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

(1) Delivery Schedule :

- a) The Tenderers are to note that, vague Delivery terms must be avoided and if quoted will be taken as commercially unresponsive to RailTel's requirement. The station wise details and consignee details are enclosed in Annexure 'IV'.
- b) Time for and the Date of delivery as specified in the Purchase Order is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery dated may be considered with Liquidated damages and Denial Clause as per conditions of Contract.

1.6 Marking of Material Supplied:

The tenderer should agree to indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

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

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

- 1.8 The Vendors who have failed previously against supply & installation orders of Air Conditioners in RailTel Corporation of India Limited are not eligible to participate.

2.0 Authorization from Principals:

Not used.

2.0.1 INSPECTION & REJECTION:

Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

2.0.2 **Notification of Result of inspection:** Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

2.0.3 **Inspection Notes:**

On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

CHAPTER VI

STANDARD CONDITIONS

0100. Definitions and Interpretation.

0101. In the Contract, unless the context otherwise requires;
0102. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
0103. "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
0104. "Contract" means and includes the invitation to tender, instructions to Tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;
0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract
0106. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
0107. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
0108. "Government" means the Central Government or a State Government, as the case may be;
0109. "The Inspecting Officer" means the people specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
0110. "Material" means anything used in the manufacture or fabrication of the stores.

(2) "Particulars" include-

- (a) "SPECIFICATIONS" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from

time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be

- (b) Amplified or modified by RailTel-In-Charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(c) **DRAWINGS**

- (d) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
 - (e) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
 - (f) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry ;
 - (g) "Proprietary mark "or " brand "means the mark or brand of a product which is owned by an industrial firm ;
 - (h) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract ;
0112. "Purchase Officer "means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser
0113. "The Purchaser "means the Executive Director of Eastern Region and includes his successors and assignees
0114. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof
0115. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
0116. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
0117. "Supply Order" means an order for supply of stores and includes an order for performance of service;

0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
0119. "Unit" and "Quantity" means the unit and quantity specified in the contract;
0120. "ENGINEER / ENGINEER-IN-CHARGE "Shall mean an executive of RailTel in charge` of works and shall include the superior executives of RailTel. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved 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.
- (3) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to
- (a) The consignee at his premises; or
 - (b) Where so provided the interim consignee at his premises, or
 - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station
0122. "RailTel" Means RailTel Corporation of India Limited.
0123. "BLOCK SECTION" Means the distance along the railway track between two consecutive Railway stations.
0124. "TENDERER" or "BIDDER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.
0125. "WORK OR WORKS" Means all or any of the items of the work for which the Tenderer /Contractor has Tendered/contracted according to the specifications, drawings 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.
0126. "BID" or "TENDER" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents.
0127. "PURCHASER'S ENGINEER" Means the Executive Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
0128. "FOR Destination" means any location or consignee within every RailTel's Region.

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

- (4) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

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

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

(5) **Parties:**

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

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

(6) Address of the Contractor and notices and communications on behalf of the Purchaser:-

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

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

(7) **Quotations of rates by Contractors**

(a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or

where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

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

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
 - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (ii) to terminate the contract and forfeit the Security Deposit.

0400. **Contract.**

0401. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

0402. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties.

0500. Security Deposit.

0501. As per 3.0 of general instructions given to the contractor.

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

0600. Delivery.

0601. The Contractor shall as may be required by the Purchaser either deliver free or f.o.r. or c.i.f. at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.
0602. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.
0603. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
0604. No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.
- (8) Time for and Date of Delivery; the Essence of the Contract-
- The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.
0701. Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.
0702. Failure and Termination:- If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-
- (a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 0.5 per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. Or
- (b) In case of failure of contract, Security deposit will be forfeited. Such failure shall be recorded & will be considered by RailTel on merit in future cases. In such case the quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier.
- (c) Adverse performance of such firms will be recorded and intimated to the approving authority & also taken into account in future tender cases on merit.

Note: In respect of the stores which are not easily available in the market and where procurement difficulties are experienced, the period for making risk purchase shall be nine months instead of six months provided above.

- (9) Consequence of Rejection- If on the stores being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -
 - (j) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
 - (i) the purchaser authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or
 - (ii) cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars, are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clauses
 - (iii) above or under this sub-clause, the provision of Clause 0702 above will apply as far as applicable.
 - (iv) where under the contract the price payable is fixed F.O.R dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.
- (10) Extension of Time for Delivery If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.
- (11) Examination of Drawing, Specifications and Patterns When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or scaled pattern, be considered.

1000. Mistakes in Drawing.

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

1100. Samples.

1101. **Advance Sample-** Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 0700 shall apply as far as applicable.
1102. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.
1103. **Marking-** Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.
1104. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.
1105. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
1106. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.
1107. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if

he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample

1200. Risk of Loss or Damage to Purchaser's Property.
1201. All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
1202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
1203. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding - 30 - on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
1204. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.
1300. (a) When inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

(b)Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.
1301. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor

shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

1302. Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.
 1303. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
 1304. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
 1305. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.
- (12) Powers of Inspecting Officer- The Inspecting Officer shall have the power:-
- (i) before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - (ii) to reject any stores submitted as not being in accordance with the particulars.
 - (iii) to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
 - (iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

(13) **Charges for Work Necessary for Completion of the Contract-**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

1500. Responsibility of the Contractor for Executing the Contract.

1501. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

(14) Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note- *In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.*

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

(15) The provisions contained in Clause 2000 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

Note- *In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.*

- (16) Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever. In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

(17) **Changes in a Firm :-**

- (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- (c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- (d) **Consequence of breach** – Should a partner in the Contractor firm commit a breach of Sub-clause 1505 above or the Contractor should commit a breach of the conditions 506(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 0600 and 0700 as far as applicable shall apply.
- (e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

1600. **Indemnity.**

1601. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

1602. The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfillment of the contract.
1700. **Packing.**
1701. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
1702. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
1703. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
1704. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
1705. Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
1706. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
1707. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.
1800. **Notification of Delivery.**

Notification of delivery or despatched in regard to each and every installment shall be made to the consignee and to the indenter immediately on dispatched or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case

may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatched of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatched of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the RailTel Receipt, Consignment Note or Bill of Lading.

1900. Progress Reports.

- 1901. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 1902. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

2000. Removal of Rejected Stores.

- 2001. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.
- 2002. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

2003. The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery f o. r. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.
2100. **System of Payment.**
2101. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form.
2102. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.
2103. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of "Final 100 percent bill "supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.
2200. **Withholding and lien in respect of sums claimed.**
2201. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time there after may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2503 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

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

(19) **Lien in respect of Claims in other Contracts-**

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

- (a) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2503 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2300. Corrupt Practices

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

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

2400. Insolvency and Breach of Contract.

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

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue there after to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

2500. Laws governing the Contract.

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

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

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

2504. **Marking of stores-** The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

(21) Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970 :

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever

applicable. The Contractor, shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

- 4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Subsection (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

(22) **Headings.**

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

2700 **Settlement of Disputes / Arbitration:**

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

fulfill their obligation under this Agreement so far as they are reasonably able to do so.

(23) **INSPECTION & REJECTION:-**

Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

2801. **Notification of Result of inspection.-** Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

2802. **Inspection Notes.** On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

2900. **Warranty/Guarantee :**

2901. The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

2902. The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period of 18 months after their delivery or 12 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.

2903. If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' add and Clause 2800-02 above shall apply.

2904. The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or –otherwise.

(24) Inspection at the Fag End of the Delivery Period:

The Purchaser has the right to recover from the contractor under the provision of clause 0702 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

- (a) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
 - (b) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.
3001. The Contractor shall not dispatch the Stores till such time as an extension in terms of Para 3000 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 3000 above.
- (25) In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 3000 above.

3100. ADDITIONAL CONDITIONS:-

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers over ride the latter. In addition to Standard Conditions of Contract, the following special conditions shall apply.

SPECIAL CONDITIONS

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

2. **FALL BACK CLAUSE :**

- I The price charged for the stores under the contract by the Contractor shall in no event exceed the lowest price at which the contract sells the Stores or offer to sell stores of identical description to any persons / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till performance of all Supply orders placed during the currency of the contract.
- II If and any time, during the said period the contractor reduces the sale price, sell or offer to sell such Stores to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sale price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to : -
 - i. Export/Deemed Exports by the contractor,
 - ii. Sale of Goods as original equipment at prices lower than the prices charged for normal replacement.
 - iii. Sale of goods such as drugs which have expiry dates, and
 - iv. Tenders submitted in response to fixed quantity contract enquiries issued by the Purchaser.
- II The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:
 "I/We certify that there has been no reduction in sale price of the Stores of description identical to the stores supplied under the contract herein and such stores have not been offers sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of they Central or State Government has the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores categorized under sub-clauses (a), (b), (c) and (d) of sub-para (ii), above, details or which are as follows: ".
3. Special conditions, where they differ from the standard condition override the latter.

CHAPTER VII**TECHNICAL SPECIFICATION AND INSTRUCTIONS****Annexure – 'I'****Technical Specifications for Split type Room Air conditioner**

SN	Parameter	Particulars
1	Total tonnage of complete unit	1.5 TR
	Star Rating	5 Star
	Rated cooling capacity	4950 W
	Rated current – cooling	6.6 Amp.
	Rated EER	3.3
	Power Supply	230 V/ 50 Hz./Single Phase
	Air volume – indoor	750 CMH
	Noise Level – indoor	44DB(A)
	Operation	LCD Remote
	Compressor type	High EER Rotary
	Refrigerant	R-22 or equivalent
	Indoor Unit Dimension	Approx. 950 x 210 x 300 mm
	Outdoor Unit Dimension	Approx. 840 x 540 x 300 mm
	The A.C unit shall have a Temperature controller to the following:	
	a. Maintain temperature of the equipment room at preset temperature preferably between 18° to 24 °C. b. The air conditioner should shut down when the room temperature is below 18° and should start automatically when the room temperature is above the pre set value. c. The cooling capacity should not reduce below the specified value even in extreme condition of indoor or outdoor temperature up to 50° C. d. Ensure automatic operation of the A.C machine at the time when the room temperature rises beyond the upper limit of preset temperature condition.	

***Test certificate of OEM is to be submitted.**

Technical Specifications for Controller (Intelligent Timer)

SN	Parameter	Particulars
1	General	The Unit should be robust, rectangular in shape, wall mountable operates on 230 V 50 Hz AC input and consumes less than 10W power.
2	Connection	There should be two sets of 15 Amp sockets for connection at AC-1 and AC2. The live line of AC1 should be connected to AC1 terminals and the live line of AS2 should be connected to A2 terminals, The power line of the unit should be connected to normal 230V AC power point.
3	Settings	There shall be "2" two position switches. One is for setting alternate running hours of each AC as 2/4 hrs. for both normal and intelligent mode. Other is the mode switch for setting either in normal mode or intelligent mode.
4	Operation	In mode switch, there shall be two positions, one is NORMAL and the other is INTELLIGENT. In NORAML mode, both the AC will be ON alternatively for set 2 or 4 hours. In INTELLIGENT mode, the unit checks the room temperature near the unit and if finds it more than the programmed limit of 26 degree Celsius, then the unit makes both the AC ON until the temperature comes down to the limit or low. Once it is in the limit it operates like normal mode, i.e. alternatively the AC becomes ON for every 2 or 4 hours.
5	Indication	There should be indication of room temperature in degree Celsius. Also there should be LED indication of AC remains ON.

***Test certificate of OEM is to be submitted.**

Annexure-V**Location details for AC in Tripura**

District	Sr	Location	Type
West Tripura (11)	1	Agartala	DHQ
	2	Teliamura	BHQ
	3	Mungiyakami	BHQ
	4	Jirania	SDHQ
	5	Jampuijala	BHQ
	6	Mandwai	BHQ
	7	Bishalgarh	SDHQ
	8	Boxanagar	BHQ
	9	Sonamura	SDHQ
	10	Melaghar	BHQ
	11	Kathalia	BHQ
South Tripura (9)	12	Kakraban	BHQ
	13	Udaipur	DHQ
	14	Killa	BHQ
	15	Rajnagar	BHQ
	16	Belonia	DHQ
	17	Hrishyamukh	BHQ
	18	Ompi	BHQ
	19	Amarpur	SDHQ
	20	Karbook	BHQ
Dhalai (4)	21	Salema	BHQ
	22	Ambassa	DHQ
	23	Manu	BHQ
	24	Chailenghta	SDHQ
North Tripura (10)	25	Kumarghat	BHQ
	26	Pecharthal	BHQ
	27	Kanchanpur	SDHQ
	28	Dasda	BHQ
	29	Jampuhill	BHQ
	30	Damcherra	BHQ
	31	Panisagar	BHQ
	32	Dharmanagar	DHQ
	33	Gournagar	DHQ
	34	Kadamtala	BHQ

ANNEXURE - 'II'**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

Clause	Deviation	Remarks (including justification)

- (31) The following are the particulars of deviations from the requirements of the instructions to Tenderers,
General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)

Signature and seal of the
Manufacturer/Tenderer.

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

ANNEXURE 'III'**Guarantee Bond for Performance Guarantee
(On stamp Paper of requisite value of Rs. 100/-)****(To be used by approved Scheduled Banks)**

1. In consideration of the RailTel Corporation of India Limited, registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and regional office at RailTel Corporation of India Ltd, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 (hereinafter called "the RailTel") having agreed to exempt (Name and address of the Company/ Contractor both Registered and Regional office address) (herein after called "the said Contractor(s)") from the demand, under the terms and conditions of an L.O.A No.....Dated..... [L.O.A Date] made between..... and RailTel Corporation of India Limited, for..... [Name of Work/ Supply of Materials] (hereinafter called "the said Agreement") of Performance Guarantee 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 and address) hereinafter referred to as "the Bank") at the request of M/s..... 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 (indicate the name of the Bank and address) 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 (indicate the name of the Bank and address) 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 (indicate the name of the Bank and address) 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)/Supplier and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the shall be discharged from all liability under this Guarantee thereafter.
5. We,(indicate the name of the Bank and address) 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)/Supplier 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)/Supplier or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s)/Supplier 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.

8. Notwithstanding anything contained herein,

1. Our liability under the Bank guarantee shall not exceed Rs. (In Rupees)

2. This Bank Guarantee shall be valid uptoand

3. We are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and only if you serve upon is a written claims or demand or before(date of expiry of guarantee)

Dated: the day of 2016.

For

.....
(Indicate the name of the Bank)

Witness:

1. Signature

Name

2. Signature

Name

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Signed and delivered by Shri. _____ For and on behalf of
_____, the contractor within named in the presence of :

1. Signature :
Date :
Name in Block Capitals :
Address :

2. Signature :
Date :
Name in Block Capitals :
Address :

Annexure – A : Tender Paper No. _____ with corrigendum, if any.
Annexure – B : Firm's offer.
Annexure – C : Letter of Acceptance No. _____ with all enclosures.
Annexure – D : Copy of Contract Performance Guarantee.

Annexure 'IV'**User Certificate**

1.	Name of the work and brief details of work executed	:	
2.	Agreement No./Work Order No./ LOA No. and Date	:	
3.	Agreement/ Work Order value	:	
4.	Total value of work executed on completion of work	:	
5.	Date of award of work	:	
4.	Due date of completion	:	
5.	No. of extensions granted (if any)	:	
6.	Actual date of completion of the work	:	
7.	Overall performance of the contractor	:	

NOTE:

1. This certificate in this proforma is to be issued only for work completed during the last three years w.e.f. the date of publication of Tender Notice.

Signature :

Name of the officer :

Designation :

Address :

Official stamp :

Contact number :

e-mail id :