

Tender No: RailTel/Tender/OT/ER/HQ/2016-17/988-989

Dt. 13.02.2017

TENDER DOCUMENT

FOR

“Hiring of a Pair of Dark Fiber: on Annual Rental basis : for Point to Point Connectivity between (1) Project Offices and Head Quarter and (2) also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata”



RAILTEL CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

EASTERN REGION

3rd Floor, Chatterjee International Centre,

33A, Jawaharlal Nehru Road,

Kolkata – 700 071.

Phone : (033)44009999 FAX : (033)44009990

Website: www.railtelindia.com

DETAILED TENDER NOTICE

No. RailTel/Tender/OT/ER/HQ/2016-17/988-989 Dt.13.02.2017.

1.1 Sealed Open Tenders (**single stage, two packet system**) are invited from eligible and experienced and reputed vendors for the following work:

"Hiring of a Pair of Dark Fiber: on Annual Rental basis : for Point to Point Connectivity between Project Offices and Head Quarter and also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata"

| Section – I <u>Connectivity for NCL Project Offices</u> | | | | |
|--|---|-----------------------------|------------------------------------|--|
| Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/988 Dt. 13.02.2017 | | | | |
| SI Nos. | Work Name | Estimated Cost (Rs.) | Earnest Money Deposit (Rs.) | Tender Cost (Rs.) Including VAT |
| 1. | Hiring of a Pair of Backbone Dark fiber; for a period of One Year ; for point to point connectivity between Project Offices and Headquarter of Northern Coalfield Limited, Singrauli as per proposed schematic Connectivity diagram (Annexure-I). The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber so leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | 22,20,000/- | 44,400/- | 3,150/- |

| Section – II <u>Connectivity for NCL Project Offices with Respective Weigh Bridges :</u> | | | | |
|---|--|-----------------------------|------------------------------------|--|
| Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/989 Dt. 13.02.2017 | | | | |
| SI Nos. | Work Name | Estimated Cost (Rs.) | Earnest Money Deposit (Rs.) | Tender Cost (Rs.) Including VAT |
| 2. | Hiring of a Pair of Dark fiber for point to point connectivity between Project Offices and its respective Weigh Bridges of Northern Coalfield Limited, Singrauli as per proposed list (Annexure-II) for a period of One year. The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | 13,20,000/- | 26,400/- | 2,100/- |

- 1.2 Tenders are to be submitted in the prescribed format duly being downloaded from the **RailTel's website.**
- 1.3 The bidding process will be **single stage , two packet system** wherein bidder is required to submit it's Technical and Financial bid in separate sealed covers as per the detailed procedure given in tender documents. Both the technical and the financial bid has to be put in one envelope super-scribing the Tender Notice No & date, Name of the work for which tender is submitted with the address of the tenderer and it should be addressed to "Executive Director, Eastern Region, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071. The financial bids for those bidders will only be opened whose technical bid is found to be meeting the requisite criteria. The financial bid of those bidder whose technical bid is not meeting the requisite eligibility criteria will be returned unopened.
- 1.4 In this tender document, the term "Lowest Bidder" shall mean the Bidder who is technically qualified and whose price bid is the lowest.
- 1.5 The cost of Tender form should be in the form of Demand Draft/ Pay Order issued by Nationalised/ Schedule Bank in favour of RailTel Corporation of India Ltd., Payable at Kolkata. No cash payments will be accepted in this office. Under no circumstances the amount paid for the tender form is refundable. Cost of tender document shall be submitted in a single demand draft.
- 1.6 Tender forms are not transferable.
- 1.7 The validity of the offer should be **90 days from the date of tender opening.**
- 1.8 Tenders in sealed cover, super-scribing the Tender Notice No & date, Name of the work for which tender is submitted with the address of the tenderer should be addressed to "Executive Director, Eastern Region, RailTel Corporation of India Ltd., Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700071" and can be dropped in the tender box kept in the above-mentioned office or can also be sent by post/courier to reach by scheduled time of closing of tender. RailTel will not be responsible for Postal/courier delays and any transit loss. The Tender Box will remain open from 10:00 hrs to 15:00 Hrs till 15.03.2017

2. Eligibility Criteria: -

Please refer Bid Data Sheet Section-II, Chapter -5 of tender Document.

3. The EMD should be paid in the form of Account Payee DD/Pay Order issued by Nationalised banks/or scheduled bank in favour of RailTel Corporation of India Ltd. payable at Kolkata.
4. Tender bids not accompanying with the requisite Earnest Money Deposit & Cost of Tender Document shall be summarily rejected & not be considered.
5. Submission of Tender documents being duly downloaded from website and to be completed in all respect.
- 5.1 Tenderer are to be downloaded from Web site. Tender documents must enclose with the tender form, a demand draft/Pay order issued by any nationalized/scheduled bank in favour of RailTel Corporation of India Ltd. payable at Kolkata towards the cost of the Tender

documents and EMD. Tender offers not accompanying with the requisite tender fee & EMD as mentioned above shall summarily be rejected.

- 5.2 Only the original computer printout of the Tender documents downloaded from the website must be submitted. Photo copies are not acceptable. Tenders submitted in photo copies of down loaded documents are liable to be rejected. If during the process of tender finalization, even after placing order also, if it is detected that tenderer has submitted tender documents after making changes/additions/deletions in the tender documents as downloaded from website, his offer will be summarily rejected and the earnest money deposited by the tenderer shall also be forfeited by RailTel.
6. The tenders will be opened in the presence of those tenderer who can make it convenient to be present (only one representative of the tenderer) in the Tender Hall. In case, the date of Opening of the tender happens to be a holiday; the same will be opened at the same time on the next working day.
7. Contract Period: Initially for a period of One Year and may be extended further at the Originally Accepted Rate.
8. All corrigendum/addendum/modification etc. related to this work will only be published in RailTel website.
9. For further detail please visit our website at www.railtelindia.com

| | | | |
|-----|----|---|--|
| 10. | a) | Uploading of Tender Document in RailTel Website | Tender Document will be made available in the RailTel website on & from 20.02.2017 |
| | b) | Tender Submission: Last Date & Time | 15.03.2017 15.00 hrs. |
| | c) | Date & Time of opening of Tender | 15.03.2017 at 15:30 hrs. |
| | d) | Cost of Tender document | For Section-I : Rs 3,150/- For Section-II : Rs 2,100/- |
| | e) | Cost of EMD | For Section-I : Rs 44,400/- For Section-II : Rs 26,400/- |

Note:

Each work shall be treated as a separate tender and tender number for each work is given above. However, a bidder may quote for multiple Work/tender.

Fulfilment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the tenderer. If a tenderer submits offers for more than one work, then the sum total of the credentials required for each work for which he has participated shall have to be fulfilled.

The rates quoted by the tenderer in a work shall have no bearing on the rates quoted by him for the other work. Each work shall be treated as a separate tender and the tender will be finalized accordingly. For the purposes of arriving at the valid lowest rate, each work shall be considered as a separate entity. Separate tender document shall be used for each work.

(Ganesh Chakravorty)
Dy General Manager/Marketing
RailTel Corporation of India Ltd

INDEX SHEET

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Check List for tenderer before submission of tender

1. Read carefully and understand each clause of the Tender Document. Each page of the tender document shall be numbered, signed with rubber stamped.
2. From Section – I, Chapter-1, identify the work you would like to quote.
3. Submit documents to prove adherence to work wise minimum eligibility criteria.
4. Submit EMD and Cost of Tender Documents given in the tender. Non-submission of EMD/ Tender Document Cost shall render the offer invalid and liable for immediate rejection.
5. The copy of the audited balance sheet for last 3 financial years should be enclosed.
6. Copy of PAN card/VAT/CST/ST/WCT valid registration nos
7. The tenderer need to submit their Bank Details (RTGS/NEFT Details) in their Company Letter Head; duly signed by the Authorized Signatory.
8. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initial) by him/them. Tender containing unattested erasures and alterations in the tender documents are liable to be rejected.
9. The bidding process will be a **single stage, two packet system** where bidder is required to submit its Technical and Financial bid in separate sealed covers as per the detailed procedure given in tender documents.
10. **Submission of Price Bids:**
Fill up the rates you intend to quote for the work/s in which you intend to participate only. Strikeout the work in which you do not intend to participate.
11. Each work will be treated as a separate tender for evaluation purposes and the tenderer need to have requisite technical and financial eligibility to qualify for multiple works, if so quoted, and will be dealt accordingly.
12. Failure to comply points 1 & 4 above shall render the offer to be invalid and rejection.
13. The above checklist is indicative and does not purport to be the entire requirement. Tenderer are advised to go through the entire tender document carefully before submitting their offers.

(Signature of the tenderer with stamp)
In acknowledgement of having read and understood above

NOTE: Tenderer are requested to enclose all the relevant documents along with the tender. Offers received without essential document (to fulfil eligibility criteria and other mandatory documents / data) will lead to rejection of offer.

SECTION – I

Chapter – 1

Preamble

1. **Name of work:**

"Hiring of a Pair of Dark Fiber: on Annual Rental basis : for Point to Point Connectivity between (1) Project Offices and Head Quarter and (2) also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata".

2. **Scope of work:**

The scope of the work shall constitute the following responsibilities of the tenderer:

2.1 **Supply:**

Supply of items conforming to technical specifications & to industry standards as per supply schedule and the Technical Specifications.

3. **Objective:**

The purpose of the subject work is to connect project offices with Headquarter and Project office to Weigh Bridges within NCL command area through a pair of Dark Fiber (Under Ground / Over Head).

4. **Tender Bid**

The tender bid shall be submitted in sealed envelope to RailTel Corporation of India limited, Eastern Region, Chatterjee International Centre Building, 3rd Floor, 33A Jawaharlal Nehru Road, Kolkata – 700 071 within the date and time indicated in the tender notice, Bid Data Sheet (BDS) or any subsequent amendment / corrigendum thereof as published in the website.

5. **Qualifying Criteria**

Technical:

1) The tenderer should be a MSO or should have executed similar nature of works in NCL Command Area. Documentary evidence of substantial subscriber base must be provided.

2) Tenderer should have successfully leased out dark fibre to customers (Telecom operators/Govt./PSUs/Autonomous Bodies) for point to point connectivity for last three financial years and current financial year as:

a) At least one work for a minimum of 35% of the advertised Tender Value.

OR

b) Two works for a minimum of 20% of the advertised Tender Value each.

OR

c) Three works for a minimum of 15% of the advertised Tender Value each

Financial:

1. The total turnover of the tenderer during the last three financial year and in the current financial year should be a minimum of 150% of the estimated value of the work. The certified copy of the audited balance sheet for last 3 financial years should be submitted as evidence.

6. Last Date, Time and Venue of Submission of Tender:

The tender shall be received at: RailTel Corporation of India Ltd, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

and not later than, Date: 15.03.2017, Time: : 15:00 hours.

In case the date happens to be a holiday, the same shall be received on next working day within the same time limit.

7. Date, Time and Venue of Opening of Tenders

The tender shall be opened at: RailTel Corporation of India Ltd, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

and not later than, Date: 15.03.2017, Time: : 15.30 hours.

In case the date happens to be a holiday, the bid shall be received on the next working day up to the same time and shall be opened on that day as per pre decided time.

8. Completion Period of Work:

The Completion Period as indicated in the Bid Data Sheet (BDS) Section-II, Chapter-5 of this Tender Document. All fiber links to be hired should be handed over within 30 days from the date of issue of LOA.

9. Address to which correspondence and documents relating to the Contract should be sent:

Executive Director/Eastern Region, RailTel Corporation of India Limited, Chatterjee International Centre Building, 3rd Floor, 33A, Jawaharlal Nehru Road, Kolkata - 700 071.

10. Earnest Money

Earnest Money Deposit (EMD) shall be as indicated in Bid Data Sheet (BDS) Section-II, Chapter-5 of this Tender Document.

11. Performance Bank Guarantee

On receipt of the Letter of Acceptance (LOA) of Tender from RailTel, within a period of **15** days, the successful tenderer shall deposit 5% of the contract value for the work awarded, as Performance Bank Guarantee in favour of RailTel Corporation of India Limited, Kolkata. This PBG will be valid up to 03 months beyond the scheduled date of completion of contract.

12. Schedule of Requirement

The quantity indicated in the Schedule of requirement is the estimated requirement and may change according to actual site conditions. On this and other developments, the purchaser may exercise the option to increase/decrease of the quantity.

13. Work to be done by RailTel

Items of works to be done by RailTel, if any, are indicated in the Bid Data Sheet (BDS).

14. Materials to be supplied by RailTel

No Material will be supplied by RailTel.

15. Materials to be supplied by Contractor

All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective including Fiber Termination Box, Pig Tails, connectors/adaptors, poles and any special protection materials as needed are to be supplied by the contractor.

16. Maintenance Support

The tenderer should submit their strategy for providing maintenance support .

17. LOA and Contract Agreement

A "Letter of Acceptance" (LOA) shall be issued by RailTel on acceptance of the offer of successful tenderer. The successful tenderer shall convey acceptance of the LOA and submit the Performance Bank Guarantee within 15 days of issue of LOA. If Tenderer fails to submit PBG within stipulated time period and sign agreement, Competent Authority may consider to impose penalty i.e impose Interest @15% per annum counted on day basis till PBG is submitted/ LD or Cancellation of LOA.

- (a) The successful tenderer shall also sign an agreement for the execution of the work within 15 days of issue of LOA.



SECTION – I

Chapter – 2

SCHEDULE OF REQUIREMENT

Name of work:

“Hiring of a Pair of Dark Fiber: on Annual Rental basis : for Point to Point Connectivity between (1) Project Offices and Head Quarter and (2) also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata”

RailTel/Tender/OT/ER/HQ/2016-17/988 Dt. 13.02.2017

Connectivity for NCL Project Offices :

Section – I (RKM= 111 km)

| SI No | Item Description | Unit | Unit Rate (Rs) | Qty | Amount (Rs) |
|-------|--|------|----------------|-----|-------------|
| 1 | Hiring of a Pair of Backbone Dark fiber; for a period of One Year ; for <u>point to point connectivity between Project Offices and Headquarter of Northern Coalfield Limited, Singrauli</u> as per proposed schematic Connectivity diagram (Annexure-I). The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber so leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | km | 20,000 | 111 | 22,20,000 |

RailTel/Tender/OT/ER/HQ/2016-17/989 Dt. 13.02.2017

Connectivity for NCL Project Offices with Respective Weigh Bridges :

Section – II (RKM= 66 km)

| SI No | Item Description | Unit | Unit Rate (Rs) | Qty | Amount (Rs) |
|-------|--|------|----------------|-----|-------------|
| 2 | Hiring of a Pair of Darkfiber for <u>point to point connectivity between Project Offices and its respective Weigh Bridges of Northern Coalfield Limited, Singrauli</u> as per proposed list (Annexure-II) for a period of One year. The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | km | 20,000 | 66 | 13,20,000 |

SECTION - II

CHAPTER - 1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

- 1.1 Tenders are invited by RailTel Corporation of India Limited, Kolkata 700 071 from established and reliable and reputed contractors for the work of "Hiring of a Pair of Dark Fiber: on Annual Rental basis : for Point to Point Connectivity between Project Offices and Head Quarter and also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata".
- 1.2 The General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer and Conditions of Tendering, Technical Specifications & Supplement, Preamble including Schedule of Requirements and all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "Tender Papers".

2. INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" means any consecutive period of 30 (thirty) days.

"MATERIALS" means all equipment, components, fittings and other materials including raw materials required to complete the work.

"PURCHASER" means RailTel Corporation of India Limited, Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

"PURCHASER'S ENGINEER" means the Executive Director /East of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

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

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

"INSPECTING OFFICER" means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorized representative.

"RailTel" means RailTel Corporation of India Limited, Eastern Region, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.

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

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

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

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

3. LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint him with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation/offer by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implications thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his quotation/offer. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.

- 3.3 Should a tenderer find discrepancies in, or omission from, the drawings or any of the Tender papers or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In the later case, the tenderer shall enclose a separate statement as per proforma given, indicating only the deviations for any clause or sub-clause of General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer and Conditions of Tendering, Technical Specifications, Preamble, Bid Data Sheets (BDS) etc. with justifications for deviations proposed. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.2 The equipment/materials offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 4.3 Firms should give details of similar works carried out giving details to include name of the project and contract no., date of award, length of the section, value of the contract, the original execution period and the actual execution time taken. Certificate of satisfactory completion of work from the competent authority should also be enclosed.

5. EARNEST MONEY/ BID GUARANTEE

- 5.1 The tenderer shall furnish Earnest Money Deposit (EMD) of an amount as is indicated in the Bid Data Sheet (BDS) enclosed at Section – II, Chapter – 5 of this tender document. Tenders not accompanied by earnest money shall be summarily rejected.
- 5.2 The Earnest Money receipt shall be incorporated along with the tender document. The Earnest Money should be furnished in any of the following forms:
- (a) Demand Drafts/ Pay Orders to be issued from any of the Nationalized Bank or from any Scheduled Bank.
- 5.3 Demand Drafts/ Pay Orders should be drawn in favour of RailTel Corporation of India Limited and endorsed "Account Payee". **These instruments should be valid at least for 60 days from the date of tender opening.**
- 5.4 The bid guarantee / earnest money may be forfeited :
- (i) If a tenderer withdraws its tender during the period of tender validity ie of 90 days.
 - (ii) In the case of successful tenderer, if the tenderer fails to:
 - (a) Sign the contract in accordance with clause - 2 of Special Conditions of Contract.
 - (b) To furnish performance guarantee in accordance with clause 3.1 of Special Conditions of Contract.
- 5.5 The earnest money of unsuccessful tenderer will be returned within reasonable time to the unsuccessful tenderer but RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon. The tenderer need to submit their Bank Details in their Company Letter Head;

duly signed by the Authorized Signatory. In case of Consortium Bids; the bank details need to be jointly signed by Consortium Partners.

- 5.6 If the tender is accepted, the amount of Earnest Money will be adjusted as security deposit for due and faithful fulfillment of contract.

6. SUBMISSION OF OFFERS

- 6.1 All offers in the prescribed forms complete in all respect should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.

- 6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

- 6.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.

- 6.4 All copies of the tender papers shall be signed in ink by the tenderer, on each page including closing page, in token of his having studied the tender papers carefully.

- 6.5 In case tenderer considers necessary to include new item of work not included in schedule of requirement but considered necessary for achieving the end objective he may do so by submitting a new schedule of requirement marked as "C" quoting the rates and quantities along with the detailed justification.

6.6 RATES IN FIGURES & WORDS :-

- (i) The price bid of the tender shall be on a percentage bidding system in the form(s) enclosed at Section-II, Chapter – 6. The total schedule of requirement is given at Section – I, Chapter – 2 where all elements of work, their quantity, unit price and total value for each item of work is clearly stipulated. The unit prices indicated is on "all inclusive" basis inclusive of all types of taxes, duties, freight, incidentals etc **excluding Service Tax** and at the time of billing taxes as applicable to be maintained separately.
- (ii) The tenderer is expected to quote the percentage Above (+) / Below (-)/At PAR the total price indicated in the schedule of requirement for the section in which they are participating. For the purpose of submission of price bid, the format is enclosed in Section – II, Chapter – 6.
- (iii) In the event of any discrepancy between the rates in figures and in words, the quote shall be considered taking into account the one written in words for evaluation purpose.

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

- 6.8 The tenderer shall submit his tender in one sealed cover containing two envelopes of bid document one original and one copy. Each copy of the tender shall be complete in all respects. The copies should be marked "original" & "duplicate". The original tender paper purchased from this office or down loaded from the RailTel web site shall be returned duly signed on each page along with the original offer.

- 6.9 The tender shall be submitted sealed in envelope. The envelope should bear the Tender No. ,its description and date of closing/opening.

(a) The offer of the bidder shall consist, but not limited to, the following:

- Offer letter complete. (Form No.1)
- Earnest Money in prescribed form (Clause 5, ITT)
- Tenderer credentials as per Qualifying Criteria.
- Similar works executed or under execution. (Form No.13)
- Any other information desired to be submitted by the tenderer.
- The tender document signed on all pages with stamp of the tenderer.
- Tender Document Cost.
- Price Bid

7. CONSTITUTION OF FIRM AND POWER OF ATTORNEY

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

- (a) As sole proprietor of the concern or as attorney of the sole proprietor;
- (b) As a partner or partners of the firm;
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney duly notarized or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

7.3 RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

8. UNIT PRICES

This tender consists of a percentage bidding system. The estimated prices of each and every item of the schedule are indicated in the Schedule of Requirements. The tenderer is expected to quote the %age above (+) or below (-) or at Par of the total estimated price indicated in the schedule A. May take note of the instructions in preamble and in Bid Data Sheet for Schedule B. For the purpose of releasing payment item-wise, the total %age above/below/at par finalized for the entire schedule will form the basis for calculation of the unit prices where the estimated prices of the individual items of the schedule will be marked up/below/at par of the final overall %age accepted.

The percentage above/below/at par as finalized for the entire schedule shall be firm and on all-inclusive basis and hence the contractor is advised to quote after taking all the relevant factors into consideration. Subsequent requests for variation of prices will not be entertained. The prices indicated in the schedule are in Indian Rupees for the units under metric system. Reference may be made to Para 38 of Special Conditions of Contract (Section II, Chapter 3). The price includes all taxes and duties such as excise duties, sales tax, works contract tax etc. excluding Service Tax as payable under the law of the land and also includes freight and incidentals and the purchaser shall not accept any liability for the same after award and acceptance of contract.

9. VALIDITY OF OFFER

The tenderer shall keep the offer open for a minimum period of 90 (Ninety days), from the date of opening of the tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

10. RATES DURING NEGOTIATION

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

11. PAN Card

The Tenderer is required to enclose along with the tender a Photostat copy of the PAN Card duly signed. Tenderer will however submit the original PAN whenever asked by purchaser for verification.

12. OPENING OF TENDER:

Tenders will be opened at the date and time indicated in the Bid Data Sheet or any subsequent corrigendum issued in presence of such Tenderer/ Representatives who choose to be present.

12.1 Late Tender and Delayed Tender: Tenders received after the due date and time will be treated as late tenders and will be summarily rejected.

13. NON-TRANSFERABILITY AND NON-REFUNDABILITY

The tender documents are not transferable. The cost of tender paper is not refundable.

14. ERRORS, OMISSIONS & DISCREPANCIES

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

15. WRONG INFORMATION BY TENDERER

If the tenderer/s deliberately gives/give wrong information in his/their tender who creates/create circumstances for the acceptance of his/their tender, RailTel reserves the right to reject such tender at any stage.

16. QUALIFYING CRITERIA:

As per Bid Data Sheet in Section-II, Chapter-5.

17. WORK LOAD

The tenderer must submit the present workload of the telecom/Contracts in hand. The performance of the tenderer with regard to satisfactory execution of more than one contract simultaneously in the past shall be taken into account.

18. SYSTEM PERFORMANCE GUARANTEE

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

19. EVALUATION OF OFFER

The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser.

However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderer or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

20. EXECUTION OF CONTRACT AGREEMENT

The Tenderer whose tender is accepted shall be required to appear in person in the office of Executive Director or in the office of concerned Engineer, as the case may be or in case of a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 15 days after the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

21. TENDERER'S ADDRESS

Tenderer shall state in the tender his postal address and e-mail id fully and clearly. Any communication sent to the tenderer by post/mail at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post or email.



SECTION – II**CHAPTER – 2****GENERAL CONDITIONS OF CONTRACT FOR USE IN
CONNECTION WITH RAILTEL'S WORKS**

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DEFINITIONS AND INTERPRETATION

1. Definitions:

1.1 The meaning of terms/interpretations shall be taken as defined in Chapter-1

(a) **"Constructional Plant"** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or the temporary works (as hereinafter defined) but do not include materials or other things intended to form or forming part of the permanent work.

(b) **"Temporary Works"** shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.

(c) **"Period of maintenance"** shall mean the specified period of the maintenance from the date of completion of the work as certified by the Engineer.

1.2 **Singular and Plural:** Works importing the singular number shall also include the plural and vice versa where the context requires.

1.3 **Headings & marginal headings:** The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract

2. GENERAL OBLIGATIONS

2.1 **Execution Co-relation and intent of contract documents:** The contract documents shall be signed in duplicate by RailTel and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all; the intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by RailTel to the contractor unless distinctly specified in the contract documents. Materials or works described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.2 If a work is transferred from the jurisdiction of one region of RailTel to another region or to a Project authority or vice versa while the contract is in subsistence, the contract shall be binding on the Contractor and the other region in the same manner & take effect in all respects as if the Contractor and the other region were parties thereto from the inception and the corresponding officer or the competent authority in the other region will exercise the same powers and enjoy the same authority as conferred to the Predecessor RailTel/Project under the original contract/agreement entered into.

2.3 If for administrative or other reasons the contract is transferred to the other region of RailTel the contract shall notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the other region in the same manner and take effect in all respects as if the contractor and the other region had been parties thereto from the date of this contract.

3. Law governing the contract

3.1 The Contract shall be governed by the law for the time being in force in the Republic of India.

3.2 **Compliance to regulations and bye-laws** – The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be

made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

- 4. Communications to be in writing** – All notices, communications, references and complaints made by RailTel or the Engineer or the Engineer's representative or the Contractor's interest concerning the works shall be in writing and no notice, communication, references or complaint not in writing shall be recognized.
- 5. Service of Notices on Contractors** – The Contractor shall furnish to the Executive Director/RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Executive Director/RailTel.
- 6. Occupation and use of land** – No land belonging to or in the possession of the NCL/Railway/RailTel shall be occupied by the contractor without the permission of RailTel. The Contractor shall not use, or allow to be used; the site for any purposes other than that of executing the works.
- 7. Assignment or subletting of contract:** - The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of RailTel. Any breach of this condition shall entitle RailTel to rescind the contract of these conditions and also render the contractor liable for payment to RailTel in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the RailTel and shall not relieve the Contractor of any responsibility under the Contract.
- 8. Carriage of materials** – No forwarding orders shall be issued by RailTel for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight at public tariff rates therefore.
- 9. Force Majeure Clause etc.**

If at any time, during the continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is 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 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 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.

- 10. Representation on Works** – The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall, on receiving reasonable notice, present himself to the Executive Director/RailTel and orders given by the Engineer or the Engineer's Representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle RailTel to rescind the contract of these conditions.
- 11. Relics and Treasures** – All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which shall be found in or upon the site shall be property of RailTel and the Contractor shall duly preserve the same to the satisfaction of RailTel and shall from time to time deliver the same to such person or persons as RailTel may appoint to receive the same.
- 12. Excavated material** – The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings, and produce shall be the property of RailTel provided that the Contractor may, with the permission of the Executive Director/RailTel, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 13. Indemnity by Contractors** – The Contract shall indemnify and save harmless RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 14. Security Deposit**
- 14.1 Security Deposit should be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting Contractor RailTel may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 5 % of the total value of the contract.
- 14.2 Unless otherwise specified in the special conditions, if any, the rates for Deposit / rate of recovery / mode of recovery shall be as under:
- (a) Security Deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - (c) Security Deposits will be recovered from the running bills of the contract only and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the completion of the contract period (initially twelve months) as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. The Bid Data Sheet may please be seen for conditions of release of S.D.

- 14.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

15. Completion Period

30 days from the date of issue of LOA.

Extension of time for delay due to contractor –

In the event of failing the target for delivery of all the links mentioned within 30 days after issue of LOA, a flat penalty of 10% for the undelivered links beyond 30 days will be imposed and if the vendor fails to complete the entire last mile work allotted to him within 45 days which includes the LD period; RailTel reserve the right to allot the leftover portion of the work, not done by the vendor, to any other Vendor at their discretion.

16. Illegal Gratification

- 16.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with RailTel and to the payment of any loss or damage resulting from such decision and RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with RailTel.
- 16.2 The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of RailTel and if he shall do so, RailTel shall be entitled forthwith to rescind the contract and all other contracts with RailTel. Any question or dispute on compensation payable to RailTel under this clause shall be settled by the Executive Director/RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive . In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up-to-date of rescission.

17. EXECUTION OF WORKS

- 17.1 **Contractor's understanding** – It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 17.2 **Commencement of works** – The Contractor shall commence the works within 3 days after the receipt by him of an order in writing to this effect from RailTel and shall proceed with the same with due expedition and without delay. The work should be started with due intimation to RailTel.
- 17.3 **Setting out of works** – The Contractor shall be responsible for the correct setting out of all works in relation to original reference at his cost. The Contractor shall execute the work true to specifications, drawings, plans and dimensions as mentioned in the contract document and as directed by the

Engineer's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall cooperate with the Engineer's representative at all time, during the progress of the works. Any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work.

18. Compliance to Engineer's Instructions

18.1 The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

18.2 Alterations to be authorized

No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

18.3 Extra Works

Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works, which may be carried out by another contractor or contractors or by other means at the sole discretion of RailTel.

18.4 Separate Contracts in connection with works

RailTel shall reserve the right to let other contracts in connection with the works. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends for proper execution or result upon the work of another contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute as acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

19. Instructions of Engineer's Representative – Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: -

19.1 Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

19.2 If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

20. Adherence to specifications and drawings

20.1 The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising

or ensuring there-from and shall be responsible for all loss to RailTel.

20.2 Drawings and specifications on the works:

20.2.1 The contractor shall keep one copy of Drawings and specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

20.2.2 The supply of equipment and materials shall include supply of one set of printed documents from original equipment manufacturers with each equipment as given in technical supplement.

20.3 **Ownership of Drawings and Specifications** – All drawings and Specifications and copies thereof furnished by RailTel to the Contractor are deemed to be the property of RailTel. They shall not be used in another works and with the exception of the signed contract set, shall be returned by the Contractor to RailTel on completion of the work or termination of the Contract.

20.4 **Compliance with Contractor's request for details** – The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

20.5 **Meaning and Intent of specification and drawings** – If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works, the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the competent authority in RailTel who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

21. Damage to NCL/Railways/RailTel property or private life and property – The Contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or any other property of the NCL/Railways/RailTel or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by RailTel and this although all reasonable and proper precautions may have been taken by the Contractor, and in case RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which RailTel may incur in reference thereto, shall be charged to the Contractor. RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

22. Sheds, Stores houses and Yards – The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, store houses and yards a sufficient quantity of materials and plant in stock so as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free

access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment necessary for the execution of the works.

- 23. Provision of efficient and competent staff** – The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in various trades and callings. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle RailTel to rescind the contract of these conditions.

24. Workmanship and Testing

- 24.1 The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars. Instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions, which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

- 24.2 **Removal of Improper work and materials** – The Engineer or the Engineer's representative shall be entitled to order from time to time:

- 24.2.1 The removal from the site within the time specified in the order of any materials, which in his opinion are not in accordance with the specifications or drawings.

- 24.2.2 The substitution of proper and suitable materials, and

- 24.2.3 The removal and proper re-execution, notwithstanding any previous tests thereof or "on account" payments therefore, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order RailTel shall be entitled to rescind the contract of these conditions.

- 25. Facilities for Inspection:** - The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, instruments, appliances and things of every kinds required for the purpose and the Engineer and the Engineer's representative shall at all time have free access to every part of the works and to all places at which materials for the work are stored or being prepared.

- 26. Examination of work before covering up:** - The Contractor shall give two days notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the Reach of Measurements in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 27. Precaution during progress of work**
- 27.1 During the execution of works, unless otherwise specified the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury, loss is caused or likely to be caused to any person or property.
- 27.2 **Roads and water courses:** Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any authorized closure, or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract or otherwise according to law.
- 27.3 **Provision of access to premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision of the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or meant for lightning which may be interrupted by reason of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 27.4 **Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public or NCL/Railway/RailTel's property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- 28. Use of Explosives:** Explosive shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then only in the manner and to the extent to which such permission is given. Where explosives are required for the works, the same shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the NCL/Railway/RailTel in respect thereof.
- 29. Suspension of works**
- 29.1 The Contractor shall on the order of Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is: -
- (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of act of God or by some

default on the part of the Contractor, and or

- (c) Necessary for the safety of the works or any part thereof.

30. Rates for extra items of works

Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedule of rates shall be executed at the rates set forth in the "Schedule of Rates" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the RailTel shall be entitled to execute the extra works by other means and the contractor shall have no claim for loss or damage that may result from such procedure.

31. Handing over of works

31.1 The Contractor shall be bound to hand over the works executed under the contract to RailTel complete in all respect to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

31.2 **Clearance of Site on Completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus material, rubbish and temporary works of every kind and leave whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the work shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the Contractor, RailTel shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed for and convenient to the Engineer.

32. VARIATIONS IN EXTENT OF CONTRACT

Modification to Contract to be in writing – In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by RailTel and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the Contract or any of the terms thereof shall be deemed conditional and shall not be binding on RailTel unless and until the same is incorporated in a formal instrument and signed by RailTel and the Contractor and till then RailTel shall have the right to repudiate such arrangement.

33. Powers of Modification to Contract

- 33.1 The Engineer on behalf of RailTel shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled to any compensation for any increase / reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 33.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to $\pm 25\%$ of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation, whatsoever upto the limit of $\pm 25\%$ variation in quantity of individual items of works.
- 33.3 **Valuation of Variations** – The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of above shall be paid for at the rates determined of these conditions.

Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfilments of his obligations under the contract.

34. "On-Account" Payments

- 34.1 Quarterly after service.
- 34.2 **Rounding off amounts:** The total amount due on certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise and more upto Rs. 1/- will be reckoned as Rs. 1/-.
- 34.3 **Manner of payment:** RTGS/NEFT

35. Final payment

- 35.1 After completion of Contract period (initially for a period of twelve months).
- 35.2 **Refund of Performance Bank Guarantee** – The Performance Bank Guarantee shall become due and shall be paid to the Contractor after the expiration of the service period and issue of the certificate of final acceptance of entire system.

36. LABOUR

- 36.1 **Wages to Labour** – The Contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there-under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone

crushing for the purpose of carrying out this contract.

If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of RailTel such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall as a result of any claim or any claim or application made under the said Act be directed to be paid by RailTel, such moneys shall be deemed to be moneys payable to RailTel by the Contractor and on failure by the Contractor to repay any moneys paid by it as aforesaid within seven days after the same shall have been demanded, RailTel shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contractor with the RailTel.

36.2 Apprentices Act – The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract.

If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be a breach of the contract and RailTel may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

37. Provisions of Payments of Wages Act – The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract. RailTel shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other contract all moneys paid or payable by RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

37.1 Provision of Contract Labour (Regulation and Abolition) Act 1970

- (1) The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify RailTel 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 work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- (3) The Contractor shall pay to the 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, because to be paid the wages to

labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- (4) In respect of all labour directly or indirectly employed in the work 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, RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work 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 in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of RailTel due to contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, RailTel 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 RailTel under section 20, sub-section (2) and section 2 sub -section (4) of the aforesaid Act, RailTel 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 RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub-section (1) 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 RailTel full security for all costs for which RailTel might become liable in contesting such claim. The decision of RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

38. Reporting of Accidents to Labour– The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's Representative and shall make every arrangement to render all possible assistance.

39. Provisions of Workmen's Compensation Act– In every case in which by virtue of the provision of Section 12 sub-section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to a workman directly or through the petty Contractor employed by the Contractor or sub-contractor in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and, without prejudice to the right of RailTel under Section 12 sub-section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to RailTel full security for all costs for which RailTel might become liable in consequence of contesting such claim.

40. RailTel not to provide quarters for Contractor: – No quarters shall be provided by RailTel for the accommodation of the contractor or any of his staff employed on the work.

41. Labour camps

- (1) The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workman directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway/RailTel land, if available, may be allotted to the Contractor for the erection of labour camps either free of charge or on

such terms and conditions that may be prescribed by RailTel. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

- (2) **Compliance to Rules for Employment of Labour** – The Contractor(s) shall conform to all laws, bye-laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or sub -contractors on the works.
- (3) **Preservation of Peace** – The Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and others employed directly or through petty contractor or sub-contractors on the works and preserve the health and safety of all staff employed directly or through petty Contractors or sub -contractors on the works.
- (4) **Sanitary Arrangement** – The contractor shall obey all sanitary rules and carry out all sanitary measures that may time to time be prescribed by RailTel Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of RailTel. Should the Contractor fail to make adequate sanitary arrangements, these will be provided by RailTel and the cost therefore recovered from the contractor.
- (5) **Outbreak of Infectious Disease** – The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway/RailTel Medical Authority. Should Cholera, Plague or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by RailTel and the cost therefore recovered from the Contractor.
- (6) **Use of Intoxicants** – The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- (7) **Non-employment of Female Labour** – The contractor shall see that the employment of female labour in cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.

42. Non-Employment of Labourers below the age of 15

The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or sub-contractors for the execution of work.

- (1) **Medical Certificate of Fitness for Labour** – It is agreed that the contractor shall not employ a person below 15 years of age for the purpose of execution of work under this contract unless a medical certificate of fitness in the prescribed form is granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expense to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

- (2) Period of Validity of Medical Fitness Certificate - A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- (3) Medical Re-examination of Labourer - Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15-19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such person shall be examined by a certifying surgeon and such person shall not, if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of illness, as the case may be.

43. DETERMINATION OF CONTRACT

Right of RailTel to determine the contract: RailTel shall be entitled to determine and terminate the contract at any time, should in RailTel's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from RailTel of such determination and the reasons therefore shall be conclusive evidence thereof.

44. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- A) If the Contractor should :
- (i) become bankrupt or insolvent, **or**
 - (ii) make an arrangement with or assignment in favour of his creditors, **or**
 - (iii) Being a Company or Corporation, go into liquidation (other than voluntary), liquidation for the purpose of amalgamation or reconstruction, **or**
 - (iv) have an execution levied on his goods or property on the works, or assign the contract or any part thereof otherwise than as provided in clause-17 of SCC, **or**
 - (v) persistently disregard the instructions of the RailTel's Engineer with regard to work quality or progress during execution of work or contravene any provision of the contract, **or**
 - (vi) fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, **or**
 - (vii) fail to take steps to employ competent or additional staff and labour as required, **or**
 - (viii) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required, **or**
 - (ix) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with RailTel, **or**
 - (x) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering

Department of the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be.

45. RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred in clause 62.A above, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall, as soon as may be practicable after removal of the Contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

46. Matters finally determined by RailTel:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to RailTel and RailTel shall within 120 days receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clause of General Condition of Contract or in any clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' and decisions of RailTel's authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

47. SETTLEMENT OF DISPUTE AND ARBITRATION

- 47.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The

venue of such arbitration or proceedings thereof shall be Kolkata.

- 47.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 47.3 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 Lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.
- 47.4. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.



SECTION- II

CHAPTER - 3

Special Conditions of Contract

Para Subject

- 1 Tender Document
- 2 Agreement
- 3 Contract performance Guarantee
- 4 Test & Measuring Instruments, Special tools etc.
- 5 Stores to be supplied by contractor
- 6 Quality assurance
- 7 Inspection of works
- 8 Quantum of work and variation in Quantities
- 9 Subletting and assignment
- 10 Execution of works
- 11 Maintenance of works
- 12 Clearance of site
- 13 License as per Govt. of India Contract Labour Act
- 14 Loss Sustained Due to Default and Delay
- 15 Liquidity for Delay in Completion
- 16 Unit prices
- 17 Terms of Payments
- 18 Final Payments
- 19 Final Settlement
- 20 Deductions from On Account Payment Bills – Progress Payment
- 21 Taxes
- 22 Insurance
- 23 Rights of RailTel
- 24 Responsibilities of Contractor in respect of local taxation rules, local laws, employment for workers etc.
- 25 Responsibility of contractor in respect of safety of men, equipment, material and environment
- 26 Strikes and lockouts
- 27 Guarantee
- 28 Rates of Extra items

1. TENDER DOCUMENTS

- 1.1 The goods and services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes following together with any addendum and corrigendum thereto.
- 1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.
- 1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by RailTel.

2. AGREEMENT

The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as RailTel may prescribe, and lodge the same with RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is included in Section II, Chapter 4 (Form No.3).

3. CONTRACT PERFORMANCE GUARANTEE

- 3.1 On receipt of the Letter of Acceptance (LOA) of Tender from RailTel, the successful tenderer shall deposit 5% of the contract value of Schedule-A, as Performance Bank Guarantee for execution in the form of irrevocable bank guarantee within 15 days from State Bank of India/any Nationalized Bank or from any Scheduled Bank in the Form no. 4, in favour of RailTel Corporation of India Limited, Kolkata. The agreement should normally be signed within 15 days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The instruments for Performance Bank Guarantee should be valid for three months beyond the warranty period
- 3.2 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed and the balance work shall be got done separately. The balance work shall be got done independently without risk and cost of the original Contractor. The original contractor shall be debarred from participating in the tender for executing the balance work.

4. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

- 4.1 Special tools & instruments as required for installation and commissioning of the work to achieve end objective shall be arranged by contractor at his own cost.
- 4.2 All tests and measuring instruments and other arrangements required for carrying out all the acceptance tests etc shall be provided by the contractor at his own cost.

5. STORES TO BE SUPPLIED BY CONTRACTOR

All materials required for the execution of the contract shall be arranged and supplied by the Contractor as detailed in the scope (Preamble) Section – I, Chapter - 1 so as to realize the end objective. The supply of equipment and materials shall also include required installation and other materials and documents etc which may not be specifically mentioned herein but which are necessary for completing the work in all respects.

6. QUALITY ASSURANCE

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

7. INSPECTION OF WORKS

The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification.

8. QUANTUM OF WORK AND VARIATION IN QUANTITIES

- 8.1 The quantities quoted in the Schedule are not firm and may be varied at the time of awarding and during the currency of the contract.
- 8.2 The quantity indicated in the Schedule of Requirements is the estimated quantities in respect of the work and may change depending on the detailed survey/system design. On this and other developments, the purchaser may exercise the option of either increase / decrease of the quantity of items of Schedule of Requirements by plus 25% (Twenty five percent) or minus 25% (twenty five percent) of the value of the contract respectively within the scope of the work.
- 8.3 The Contract value may vary within +25% / -25% of the grand total of Schedule of Requirements as included in the Letter of Acceptance to tenderer, In case of variation in quantities ,the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +25% / -25% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.
- 8.4 In case of increase in quantity of an individual item by more than 25% of agreement quantity, for variation above 25% and up to 40% , the agreed SOR rate will be reduced by 2% and for variation beyond 40% and upto 50% , the agreed SOR rate will be reduced by 4% .For variation beyond 50% , the rate shall be negotiated for additional quantity in excess of 50% of agreement quantity.

9. SUBLETTING AND ASSIGNMENT

The contractor may enter into contract with suppliers for supply of materials under this contract.

- 9.1 The contractor may subcontract the execution of part(s) of the project with the prior approval of RailTel under following conditions:-
- (i) The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and RailTel and shall not relieve the contractor of any responsibility under the contract.
 - (ii) The contractor shall arrange for effective supervision of sub contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor.
- 9.2 The contractor shall arrange for effective supervision of sub contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor.

10. HANDING OVER OF FIBER

- Fiber will be taken after satisfactory joint testing both by RailTel representative and vendor. The required fiber quality should be : Maximum permitted loss in Dark Fiber <0.3db per km at 1550 nm band. The fiber is to be dropped with suitable pigtailed to be indicated by RailTel field manager.
- Delivery Time : 30 days after LOA.

11. MAINTENANCE OF WORKS

- Committed Up-time : the vendor has to ensure a committed up-time of minimum 97.5%, computed on quarterly basis; except for reasons like Act of God or any force major event.
- In the event of failure of OFC link, the vendor should provide alternative fiber. Maximum down time allowed per OFC cut shall not be more than 4 hrs. by day and 6 hrs. by night. Planned outages for the purpose of maintenance shall be between 00:00 hrs to 05:00 hrs.
- The quarterly link availability in terms of % up-time will be calculated as follows :-
 - (i) $X = 90 \text{ days} \times 24 \text{ hours} \times 60 \text{ min}$
 - (ii) $Y = (90 \text{ days} \times 24 \text{ hours} \times 60 \text{ mins}) - (\text{Unplanned outage down time during quarter})$
 - (iii) $\% \text{ Up-time} = (Y/X) \times 100$; rounded off to two-decimal points.
- OTDR report has to be submitted duly countersigned by RailTel's representative at site.
- SLA should be 97.5% to be computed on quarterly basis.
- RailTel has every right to terminate this leasing after serving 30 days' notice.

12. CLEARANCE OF SITE

At the end of the work at each location the Contractor shall as a part of his contractual obligation leave the area completely neat and clean.

13. LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT

The Contractors are required to produce license as enjoined in the Government of India Contract Labor (Regulation and Abolition) Act (1978) with latest amendments, if any. They shall not be allowed to undertake or execute any work through contract Labor except under and in accordance with a license issued under the said Act in that behalf by the authorized licensing Officer.

14. LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

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

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

15. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION (LD Clause)

In the event of failing the Target for delivery of the links mentioned within 30 days of issue of LOA, a flat penalty of 10% or the undelivered links beyond 30 days will be imposed and if the vendor fails to complete the Entire Last mile work allotted to him within 45 days which included the LD period; RailTel reserve the right to allot the leftover portion of the work, not done by the vendor after 45 days from issuance of LOA, to any other vendor at their discretion.

16. UNIT PRICES

This tender consists of a percentage bidding system. The estimated prices of each and every item of the schedule-A are indicated in the Schedule of Requirements. The tenderer is expected to quote the %age above (+) or below (-) or at par of the total estimated price indicated in the schedule. For the purpose of calculating the unit price for releasing payment item-wise, the total %age above/below/at par finalized for the entire schedule will form the basis for calculation of the unit prices where the estimated prices of the individual items of the schedule will be marked above/below/at par of the final overall %age accepted.

The percentage above/below/at par finalized for the entire schedule shall be firm and on all-inclusive basis inclusive of all types of taxes, duties, levies, freight, handling, incidentals etc. excluding Service Tax and hence the contractor is advised to quote after taking all the relevant factors into consideration. Subsequent requests for variation of prices will not be entertained. The prices indicated in the schedule are in Indian Rupees for the units under metric system.

The prices quoted by the Tenderer is all inclusive except service tax

17. TERMS OF PAYMENT

Quarterly after service. Payment will be made on the basis of accepted OTDR Report duly verified by RailTel's representative.

Full quarterly payment will be made for each link if committed up time of 97.5 % (computed on quarterly basis, except for reasons like Act of God or any Force Majeure Event) is maintained.

If available up time per link is below the committed 97.5%, penalty will be imposed at the rate by which availability has fallen below 97.5% benchmark. However, in case availability of a link falls below 90% in a quarter, no payment will be made for that link for that quarter.

18. FINAL PAYMENT

After completion of Contract period.

19. FINAL SETTLEMENT

After completion of Contract period.

20. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS – PROGRESS PAYMENT

Penalties for SLA violations will be deducted from the quarterly bill.

21. TAXES

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

- 21.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.
- 21.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

22. INSURANCE

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

23. Rights of RailTel:

RailTel reserves to itself the following rights in respect of this contract without entitling the Contractor to any compensation.

- 23.1 To get the work done through another agency, in the event of poor progress or performance or the Contractor's inability to progress the work for Completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of Architect / RailTel, assignment, transfer, subletting of the contracted work without written permission of RailTel, non-fulfilment of any contractual obligations etc. and to claim / recover compensation for such losses from the Contractor including RailTel's supervision charges and overheads from Security Deposit / other dues.
- 23.2 To withdraw any portion of work/Hiring period and / or to restrict / alter quantum of work/Hiring period as indicated in the contract during the progress of agreement
- 23.3 To terminate the contract after due notice and forfeit the Security Deposit in addition to liquidated damages in the event of:
- Contractor's continued poor progress/Performance.
 - Withdrawal from or abandonment of the work before completion of the work.
 - Corrupt act of the Contractor
 - Insolvency of the Contractor.
 - Persistent disregard of the instructions of RailTel.
 - Assignment, transfer, subletting of the contract work without written permission.
 - Non-fulfilment of any contractual obligations.
- 23.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit or PBG.
- 23.5 To determine the Contract or to restrict the quantum of work and pay for the portion of work done as per the satisfaction of RailTel.
- 23.6 To affect recoveries from any amounts due to the Contractor under this or any other contract or in any other form the moneys which RailTel is forced to pay to anybody due to Contractor's failure to fulfil any of his obligations.
- 23.7 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specifications are based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision in any manner whatsoever.

23.8 To deploy RailTel's or adjacent-section-contractor's skilled and semiskilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the Contractor and to recover the expenditure on account of the same from the moneys due to the Contractor.

23.9 While every endeavour will be made by RailTel to this end, RailTel cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation / extra payment on this account.

In the event of any dispute of technical nature, the decision of RailTel shall be final and binding to the Contractor.

24. Responsibilities of Contractor in respect of local taxation rules, local laws, employment for workers etc.:

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

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

24.2 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

24.3 The Contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

24.4 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as The Payment of Wages Act, The Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employee's Provident Fund Act, Employee's State Insurance Scheme, The Contract Labour (Regulations and Abolitions Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned authorities all such notice as may be required under law.

24.5 The Contractor will obtain independent licence under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form -V) issued by the principal employer / customer, if such license is required under the law.

24.6 The Contractor shall pay all taxes, fees, licence charges, deposits, duties, tolls, royalty, commissions or other charges which may be liveable on account of any of his operations connected with this contract. In case, RailTel is forced to make any such payment, RailTel shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.

24.7 The Contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.

24.8 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

24.9 The Contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

- 24.10 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the Contractor to make good the losses and compensate them.
- 24.11 All the properties/equipment/components of RailTel loaned with or without deposit, to the Contractor shall remain the properties of RailTel. The Contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment / component shall be taken to be in good condition unless notified to the contrary by the Contractor within 48 hours. The Contractor shall return them in good condition as and when required by RailTel. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Contractor.
- 24.12 It shall not be obligatory on the part of RailTel to supply any tools and tackles or materials other than those specifically agreed to be given by RailTel.
- 24.13 The Contractor shall fully indemnify and keep indemnified RailTel against all claims of whatever nature arising during the course of execution of this contract.
- 24.14 In case the Contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 24.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Contractor, will have to be compensated by the Contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to RailTel.
- 24.16 The Contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the Contractor's representative should be furnished to RailTel, if called for.
- 24.17 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 24.18 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 24.19 No idle labour charges will be admissible in the event of any stoppage of work resulting in the Contractor's workmen being rendered idle due to any reason at any time.
- 24.20 The Contractor shall take all reasonable care to protect the materials and the work till such time it has been taken over by RailTel.
- 24.21 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work other than under force majeure conditions shall be treated as breach of contract and dealt with accordingly.
- 24.22 The Contractor shall keep the area of work clean and shall remove the debris etc. outside of RailTel's premises, while executing day-to-day work. Upon completion of work, the Contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The Contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by RailTel and the expenses recovered from the Contractor.
- 24.23 The Contractor shall execute the work in the most substantial and workmen like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The

Contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.

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

25. Responsibility of contractor in respect of safety of men, equipment, material and environment:

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

26. Strikes and Lockouts:

The Contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of Contractor's workmen resorting to strike or the Contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, RailTel shall have the right to get the work executed by employing its own men or through other agencies or both. The cost incurred by RailTel in this regard shall be recovered from the Contractor.

For any purpose whatsoever, the employees of the Contractor shall not be deemed to be in the employment of RailTel.

27. Guarantee:

Even though the work will be carried out under the supervision of the authorized representative of RailTel, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of agreement. In the event of the Contractor failing to repair the defective works within the time specified by the authorized representative of RailTel, RailTel may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the Contractor or by other legal means.

28. Rates of extra items/quantity:

The rates of the extra items will be derived from the tender wherever possible and this would be executed only after approval of RailTel and issue of necessary prior written advice.

- 28.1 In case the rates do not exist in the tender, the rate will be derived as per the market rates. The Tenderer shall submit analysis of rates, for needed action.
- 28.2 if the quantity of any item under execution is varying up to $\pm 25\%$ of the total quantity (as per the Schedule of Requirement), the contractor shall have to execute the same item at **similar rates** as applicable in the contract agreement.
- 28.2 RailTel reserves the rights to vary the quantity by 25% above or below the BOQ without assigning any reason to the contractor.
- 28.3 All the works executed should be got approved by the authorized representative of RAILTEL and in case of any bad workmanship pointed out, shall be either rectified or be taken away from the site if it is not rectifiable and shall be replaced without any extra cost by the Tenderer.

SECTION – II

Chapter - 4

FORMS OF TENDER

| | | |
|------------|---|---|
| Form No. 1 | : | Offer Letter |
| Form No. 2 | : | Qualifying Criteria User's Certificate |
| Form No. 3 | : | Agreement |
| Form No. 4 | : | Guarantee Bond for Performance Bank Guarantee |
| Form No. 5 | : | Statement of Deviations |
| Form No. 6 | : | Extension of period of completion of work |
| Form No. 7 | : | Qualification Experience |



Form No. 1a**OFFER LETTER for Section-I**

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

I/We*name and address of the tenderer*.....have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of ".....*Name of the work*....." for RailTel Corporation of India Limited, Eastern Region" at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work withinfrom the date of issue of Letter of Acceptance of the tender. I/We also hereby agree to abide by the various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.(Rupees only) as a Account Payee Demand Draft No. dated 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 do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready or,

I/We do not commence the work within 15 days after receipt of orders to that effect.

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS WITH ADDRESS

- 1.
- 2.



Form No. 1b**OFFER LETTER for Section-II**

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

I/We*name and address of the tenderer*.....have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of ".....*Name of the work*....." for RailTel Corporation of India Limited, Eastern Region" at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work withinfrom the date of issue of Letter of Acceptance of the tender. I/We also hereby agree to abide by the various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.(Rupees only) as a Account Payee Demand Draft No. dated 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 do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready or,

I/We do not commence the work within 15 days after receipt of orders to that effect.

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS WITH ADDRESS

- 1.
- 2.



Form No. 2

QUALIFYING CRITERIA USER'S CERTIFICATE

NAME OF THE FIRM:

CONTRACT NO. & DATE:

Scope of Work:

Contract Amount (in Indian Rupees)

Completion Period as per contract

Date of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory
(Please specify)

Name:

Designation:

Dated:

Signature of the User with Company Seal



Form No. 3**AGREEMENT**(CA No. _____ for ".....*Name of the work*.....")

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and Twelve, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Corporate office at Plot No – 143, Institutional Area, Sector-44, Opp- Gold Souk, Gurgaon-122001, and Regional Office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata - 700071 acting in the premises through Executive Director /Eastern Region (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through _____ (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of ".....*Name of the work*....." as per tender papers at Annexure 'A' read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of ".....*Name of the work*....." as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

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

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

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.



Form No. 4**CONTRACT PERFORMANCE GUARANTEE BOND**

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Plot No – 143, Institutional Area, Sector-44, Opp-Gold Souk, Gurgaon-122001, with Eastern Regional office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 (Herein after called the RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited and for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We,(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by 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.only.

We,(name of bank) undertake to pay to RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We,(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter. We,.....(name of bank) further agree with RailTel that 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contract or for any forbearance, act or omission on the part of RailTel or any indulgence by RailTel to the said Contract 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.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/ Supplier(s).

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs.
(Rupees only).
- (ii) This Bank guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before

Dated theday of 2017

for
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :

NOTE: The Bank Guarantee shall be valid for a period as per the conditions of Special Conditions of Contract (SCC) Clause 3 Section II Chapter 3 .



Form No. 5**STATEMENT OF DEVIATIONS****PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from Preamble, requirement of the Instructions to Tenderer and Conditions of Tendering and Special conditions of Contract (Section -I).

Preamble (Chapter 1)

| <u>Clause</u> | <u>Deviation</u> | <u>Remarks (including justification)</u> |
|---------------|------------------|--|
|---------------|------------------|--|

Instructions to Tenderer and Conditions of Tendering(Chapter 2)

| <u>Clause</u> | <u>Deviation</u> | <u>Remarks (including justification)</u> |
|---------------|------------------|--|
|---------------|------------------|--|

Special Conditions of Contract (Chapter 3)

| <u>Clause</u> | <u>Deviation</u> | <u>Remarks (including justification)</u> |
|---------------|------------------|--|
|---------------|------------------|--|

2. The following are the particulars of deviations from requirement of the **Technical specifications (Section -II)**

| <u>Clause</u> | <u>Deviation</u> | <u>Remarks (including justification)</u> |
|---------------|------------------|--|
|---------------|------------------|--|

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER



Form No. 6**EXTENSION OF PERIOD OF COMPLETION OF WORK**

Ref.No. :.....

Date:

To,

Sub: (i) **Name of Work**
(ii) **Acceptance Letter No.**
(iii) **Agreement No.**

Ref: Quote specific application of the Contractor for extension of Date of Completion (if received).

Dear Sir,

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

Expecting that you may be able to complete the work if some time is given by the Executive Director / RailTel Corporation of India Limited, Kolkata although not bound to do so, hereby extends the time for completion from _____ to _____.

* In consideration of the circumstances explained in your letter of request RailTel has extended the completion period by Days without any liquidated damages. Please ensure the completion and commissioning of the project well within the extended period.

* Please note that an amount equal to 0.5 % of the total value of the contract per week or part thereof (rounded off to the nearest whole number) subject to a maximum of 10% of the total contract value of the works as a recovery for delay in the completion of the work after the expiry of (1) will be recovered from as mentioned in clause 29 Chapter- 3, Section -II of the special conditions of contract for the extended period notwithstanding the grant of this extension. You may proceed with the work accordingly.

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

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

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

Yours faithfully,

For & on behalf of RailTel Corporation of India Limited

Note:

Give here the stipulated date for completion without any penalty fixed earlier.
Here mention the extended date.
Strike out one of the * clauses as applicable.

Form No.7**QUALIFICATION EXPERIENCE**

Details of works executed and under execution during the last 5 years should be furnished in the following format.

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



SECTION – II

Chapter - 5

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various clauses of Preamble, Instruction to tenderer and conditions of tendering (ITT), General Condition of Contract (GCC) and Special Condition of Contract (SCC) of the tender document.

| Reference Clause | Description |
|---|--|
| Preamble | <p>Name of work and Completion Period : "Hiring of a Pair of Dark Fiber: on Annual Rental basis : for (1) Point to Point Connectivity between Project Offices and Head Quarter and (2) also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata"</p> <p>All fiber links to be hired should be handed over within 30 days from the issue of LOA.</p> |
| Minimum Qualifying Criteria for each section : | <p><u>Technical:</u></p> <ol style="list-style-type: none"> The tenderer should be a MSO or should have executed similar nature of works in NCL Command Area. Documentary evidence of substantial subscriber base must be provided. Tenderer should have successfully leased out dark fibre to customers (Telecom operators/Govt./PSUs/Autonomous Bodies) for point to point connectivity for last three financial years and current financial year as: <ol style="list-style-type: none"> At least one work for a minimum of 35% of the advertised Tender Value. <p>OR</p> <ol style="list-style-type: none"> Two works for a minimum of 20% of the advertised Tender Value each. <p>OR</p> <ol style="list-style-type: none"> Three works for a minimum of 15% of the advertised Tender Value each <p><u>Financial:</u></p> <ol style="list-style-type: none"> The total turnover of the tenderer during the last three financial years and in the current financial year should be a minimum of 150% of the estimated value of the work. The certified copy of the audited balance sheet for last 3 years should be submitted as evidence. |
| Last Date, Time and Venue of Submission of Tender: | <p>Last Date of Submission :</p> <p>Venue: RailTel Corporation of India Ltd, 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.</p> <p>Date: 15.03.2017 Time: : 15:00 hours</p> |

| | |
|--|--|
| Date, Time and Venue of Opening of | Venue : Same as above Date : 15.03.2017 Time : 15:30 hours |
| Authority and Address: | Executive Director, Eastern Region, RailTel Corporation of India Ltd, 3 rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071. |
| Earnest Money Deposit: | As indicated in the Detailed Tender Notice is to be deposited as Earnest Money in the form of Demand Draft to be drawn in favour of RailTel Corporation of India Ltd, payable at Kolkata and should be valid for 60 days from the date of opening of the Tender . |
| Work to be done by RailTel (if any): | Nil |
| Materials to be supplied by RailTel (if any): | Nil |
| Validity of offer | 90 days (ninety days only) from the date of opening of tender |
| Security Deposit: | Security deposit will be 5% of contract value for which the EMD of successful bidder will be adjusted towards Security Deposit and the rest recovered @10% per running bill till the required amount is achieved. Security Deposit will be released after completion of the Contract Period (initially twelve months) |
| Contract Performance Guarantee: | Performance Bank Guarantee should be 5% of Contract value of work and this will stand released after "Issue of FAC" . |



SECTION – II

Chapter – 6

PRICE BID

Name of the work :

"Hiring of a Pair of Dark Fiber: on Annual Rental basis : for (1) Point to Point Connectivity between Project Offices and Head Quarter and (2) also from Project Offices to Weigh Bridges under Northern Coalfield Limited Command Area , Singrauli for a Period of one Year for RailTel Corporation of India Ltd. Eastern Region Kolkata"

| Sl Nos | Description of work | Estimated cost | Rate quoted in percentage [Above(+)/Below(-)/At par] the Estimated cost at Col. No.3 | |
|--------|---------------------|----------------|--|----------|
| | | | In Figures | In Words |
| a) | (b) | (c) | (d) | (e) |

Section-I Connectivity for NCL Project Offices

Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/988 Dt. 13.02.2017

| | | | | |
|----------|--|------------------------|--|--|
| 1 | Hiring of a Pair of Backbone Dark fiber; for a period of One Year ; for <u>point to point connectivity between Project Offices and Headquarter of Northern Coalfield Limited, Singrauli</u> as per proposed schematic Connectivity diagram (Annexure-I). The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber so leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | Rs. 22,20,000/- | | |
|----------|--|------------------------|--|--|

Section-II Connectivity for NCL Project Offices with Respective Weigh Bridges :

Tender No. : RailTel/Tender/OT/ER/HQ/2016-17/989 Dt. 13.02.2017

| | | | | |
|----------|--|------------------------|--|--|
| 2 | Hiring of a Pair of Darkfiber for <u>point to point connectivity between Project Offices and its respective Weigh Bridges of Northern Coalfield Limited, Singrauli</u> as per proposed list (Annexure-II) for a period of One year. The hiring will include termination of fiber, provision of Pig tails- at least 4 nos at each dropping point. The fiber leased out should meet the minimum criteria as laid down in the special condition of contract; item 10. | Rs. 13,20,000/- | | |
|----------|--|------------------------|--|--|

NOTE:

- (i) The price bid of the tender shall be on a percentage bidding system in the form(s) enclosed above. The total schedule of requirement is given at Section – I, Chapter – 2

and in price bid where all elements of work, their quantity, unit price and total value for each item of work are clearly stipulated. The unit prices indicated is on "all inclusive" basis inclusive of all types of taxes, duties, freight, incidentals etc excluding service taxes as applicable.

- (iii) The tenderer is expected to quote the percentage Above (+) / Below (-)/at par the total price indicated in the schedule of requirement for the section in which they are participating. But for Schedule B of each Tender ; the Tenderer has to quote at par or above the Estimated Rate.
- (iv) In the event of any discrepancy between the rates in figures and in words, the quote shall be considered taking into account the one written in words for evaluation purpose.
- (v) The Bidder may quote for the number of sections as per their eligibility.

Signature& Stamp of the tenderer

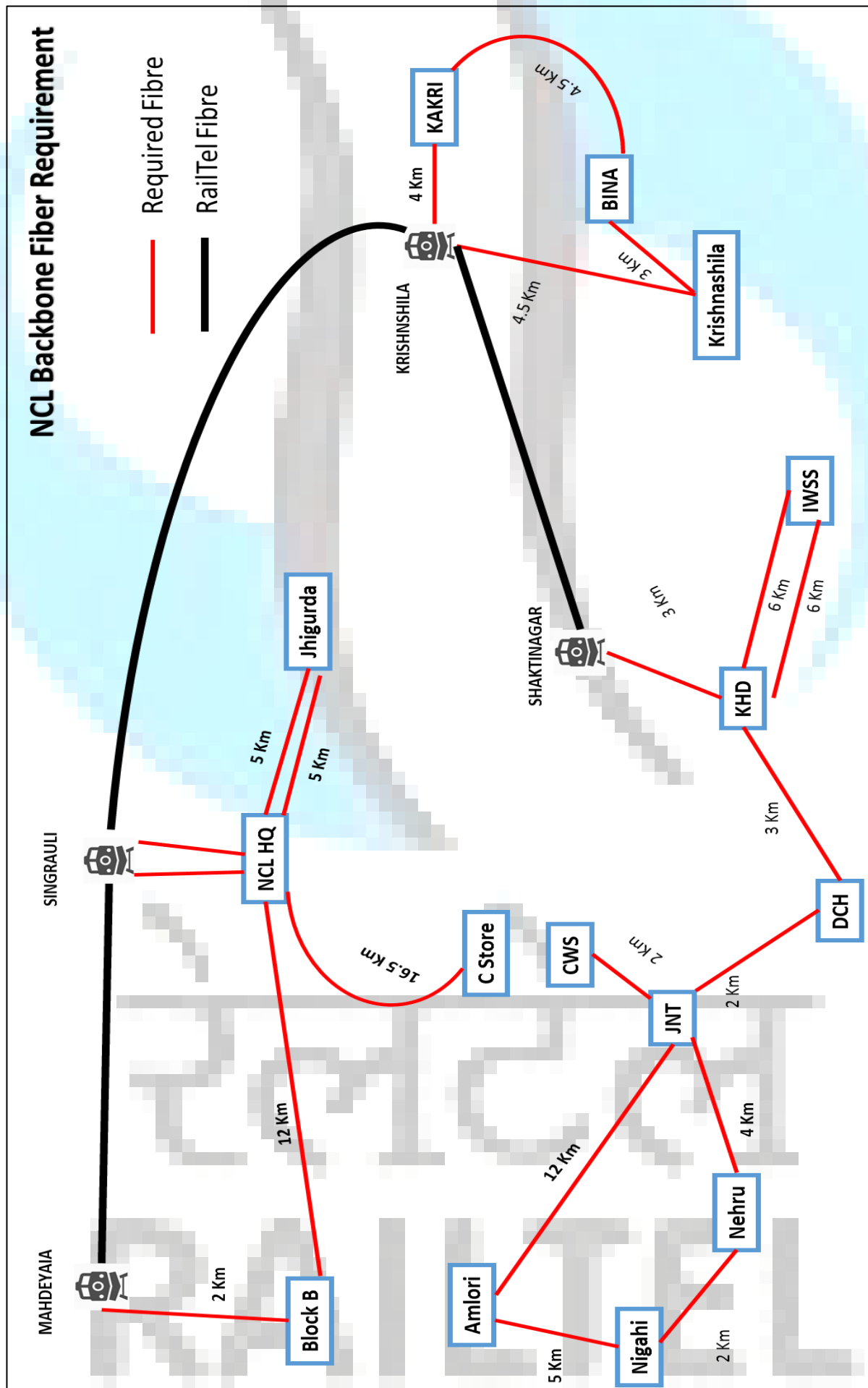


SECTION-III

PENALTY Clause

Penalty Clause :In the event of failing the target for delivery of all the links mentioned within 30 days after issue of LOA, a flat penalty of 10% for the undelivered links beyond 30 days will be imposed and if the vendor fails to complete the entire last mile work allotted to him within 45 days which includes the LD period; RailTel reserve the right to allot the leftover portion of the work, not done by the vendor, to any other Vendor at their discretion.



SECTION – IV**ANNEXURE-I**

| HQ to Project Offices | | | |
|-----------------------|------------------------------------|----------------------|---------------|
| S No. | From | To | Distance (Km) |
| 1 | NCL Head Quarter (Working Path) | SGRL Railway Station | 4.5 |
| 2 | NCL Head Quarter (Protection Path) | SGRL Railway Station | 4.5 |
| 3 | NCL Head Quarter | Jhigurda | 10 |
| 4 | NCL Head Quarter | Block- B | 12 |
| 5 | NCL Head Quarter | Center Store | 16.5 |
| 6 | MHDA Railway Station | Block - B | 2 |
| 7 | KRSL Railway Station | Kakari | 4 |
| 8 | Kakari | Beena | 4.5 |
| 9 | Beena | Krishnashila | 3 |
| 10 | Krishnashila | KRSL Railway Station | 4.5 |
| 11 | SKTN Railway Station | Khariya | 3 |
| 12 | Khariya | Dudhichua | 3 |
| 13 | Khariya | IWSS | 12 |
| 14 | Dudhichua | Jayant | 2 |
| 15 | Jayant | Neharu | 4 |
| 16 | Neharu | Nigahi | 2 |
| 17 | Nigahi | Amlori | 5 |
| 18 | Amlori | Jayant | 12 |
| 19 | Jayant | CWS | 2 |
| 20 | CWS | Center Store | 0.5 |
| | Total Km | | 111 |

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Annexure-II

| Project Offices to Weigh Bridge | | | |
|--|-----------------------------|--------------------------------------|----------------------|
| S No. | Projects | Area | Distance (Km) |
| 1 | Amlori Project | Amlori Exchange to Amlori 1,2 | 5.3 |
| | | Amlori Exchange to Amlori 3,4,5 | 0.7 |
| 2 | Nigahi Project | Nigahi Exchange to Nigahi 4,5 | 3 |
| | | Nigahi Exchange to Nigahi 1 | 0.8 |
| | | Nigahi Exchange to Nigahi 1,2 | 0.7 |
| 3 | Jayant Project | Jayant Exch to Jayant CHP 1,3,5 | 1.5 |
| | | Jayant Exch to Jayant 8 | 0.5 |
| | | Jayant Exch to Jayant 6,7 | 9 |
| 4 | Dudhichua Project | DudhichuaExch to DCH W 1,2 | 2 |
| | | DudhichuaExch to DCH W 3,4 | 0.5 |
| | | DudhichuaExch to DCH W 5 | 0.7 |
| | | DudhichuaExch to DCH W 6,7,8 | 0.8 |
| 5 | Kharia Project | KhadiaExchg to Khadia 1 | 2.3 |
| | | KhadiaExchg to KHD Coal Sec | 5.2 |
| 6 | Krishnashila Project | KrishnashilaExchg to Krishnashila W1 | 4.5 |
| | | KrishnashilaExchg to Krishnashila W2 | 0.5 |
| 7 | Beena Project | BeenaExchg to Beena RW 1 | 1 |
| | | BeenaExchg to Beena haul road | 3 |
| | | BeenaExchg to Beena mines | 3 |
| 8 | Kakari Project | Kakari to Kakari 1 | 4 |
| 9 | Block B | Block B Exch to weigh B3 | 3 |
| | | Weigh Bridge 3 to Weigh B1 | 3 |
| | | Weigh Bridge 3 to Weigh B2 | 2 |
| 10 | Jigurda | Jhigurda 1,2,3 | 2 |
| 11 | All Area | Local Connectivity | 7 |
| Total | | | 66 |