



RAILTEL CORPORATION OF INDIA LIMITED
2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071.

TENDER DOCUMENT

TENDER NO: RCIL-ETender-19-20-SC-28
Dt. 19.06.2019

Name of Work:

“Construction of OFC Masonry Buildings 5 Nos. at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed- Pimpalkutty section in Maharashtra state as per the schedule of work & specifications given in the Tender Document”.



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,

Corp Office: 143, Institutional Area, Sector-44, Gurugram – 122003.

TENDER NOTICE

E-Tender Notice No: **RCIL-ETender-19-20-SC-28**

Dt. 19.06.2019

RailTel Corporation of India Ltd., Secunderabad invites E-bids from established contractors with proven experience for the work of Construction of OFC Masonry Buildings 5 Nos Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutti section in Maharashtra state"" as per the schedule of work & specifications given in the Tender Document as detailed below.

Tender No	Section	Estimated Cost inclusive of GST@12% (In Rs)	EMD (In Rs)
RCIL-ETender-19-20-SC-28	Construction of OFC Masonry Buildings 5 Nos Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutti section in Maharashtra state"	Rs. 38,63,785.19 /-	Rs.77,300/-

Details		
a)	Start Date for downloading the Tender	19.06.2019
b)	Closing Date for downloading the Tender	22.07.2019
c)	Closing date for Submission of E-Bids	22.07.2019, 15:00 hrs online
d)	Date of opening of E-Bids	22.07.2019, 15:30 hrs online
e)	Approx. Estimated Cost of Tender	Rs. 38,63,785.19 /-
f)	Earnest Money Deposit (EMD) #	Rs.77,300/-
g)	Cost of Tender Document #	Rs. 3,360/- * (Including GST)
Cost of Tender and Earnest Money (EMD) shall be submitted through online in IREPS e-procurement portal.		

Eligibility Criteria :

Tenderer must have completed successfully and satisfactorily at least one single similar work costing not less than 35 % of the advertised tender value of work during the preceding three financial years (i.e. current financial year and three previous financial years) executed for Govt. /PSUs/ reputed private Telecom Service providers/reputed infrastructure providers. Offers not accompanied by work completion certificate from users in the format of Form no.2 will not be considered.

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

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

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

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

Note: #*

1. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

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

INDEX SHEET

SECTION	CHAPTER	SUBJECT
Online	1	E-Tendering instructions to tenderers
I	1	PREAMBLE
	2	SCHEDULE OF REQUIREMENTS
II	1	INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING
	2	SPECIAL CONDITIONS OF CONTRACT
	3	FORMS OF TENDERS, ETC

Section Online
Chapter -1

1. This tender is processed as E-Tender

2. Submission of Bids only through online process is mandatory for this Tender

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

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

3. Tender Bidding Methodology:

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

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel's Contact Person & Designation

Mr. Ravi Verma,
Sr. Manager/Impl/SR
Mobile: 9959933373 E-Mail Id: ravi.verma@railtelindia.com

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

4. Broad outline of submissions are as follows:

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

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

5. Offline submissions :

- i. The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, 2nd floor, B-block, Rail Nilayam, Secunderabad-71 before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):
 - a) **EMD-Bid Security shall be submitted through IREPS Portal.**
 - b) **Cost of tender shall be submitted through IREPS portal**
 - c) **Power of attorney** in favour of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

- d) Only those documents which are declared explicitly by the tenderer as “**documents supporting the claim of qualifying the laid down eligibility criteria**”, will be considered for evaluating his/their tender as per clause No. 16.1 (i) instructions to tenderers section II chapter I
- e) Notarized Affidavit in original to be submitted as per clause No. 16.1 (ii) instructions to tenderers section II chapter I
- f) The Tenderer should submit Pass Phrase, if applicable, before due date and time of opening of tender.
- g) Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below

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

6. Submission of Eligibility Criteria related documents

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

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

7. Instructions for Tender Document TO THE BIDDERS

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

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

8. Submission of Offers and Filling of Tender:

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

- 9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.
- 10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

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

12. Ambiguity/ Pre- Bid Clarification Requests:

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

13. Bid submission and Opening date

- 13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

14. Other Instructions

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

15. Additional Instructions: Please note

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

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

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

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

SECTION – I Chapter -1

Preamble

Tender No: RCIL-ETender-19-20-SC-28 Dated 19.06.2019

Name of work: Construction of OFC Masonry Buildings 5 Nos in Mudkhed-Pimpalkutti section” as per the schedule of work & specifications

Tender No	Section	Estimated Cost inclusive of GST @18 % (In Rs)	EMD (In Rs)
RCIL-ETender- 19-20-SC-28	“Construction of OFC Masonry Buildings 5 Nos at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutti section”	Rs. 38,63,785.19 /-	Rs.77,300/-

- Scope of work:** “Construction of OFC Masonry Buildings 5 Nos Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutti section” as per the schedule of work & specifications”
- 2.1 Supply:** Supply of items confirming to industry standards as per schedule and the Technical Specifications
- Tender Bid (offline documents)** The tender bid shall be submitted in **sealed covers** super scribed with Tender No and addressed to Regional General Manager (Southern Region), RailTel Corporation of India Ltd, II floor, ‘B’ block, Rail Nilayam, Secunderabad-500 071 **Awarding or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.**
- Tender offers (online):** The tenderers are required to quote % percentage quote for the complete work. The quote shall be in figures and words. If there is any discrepancy in the quoted rate between figures and words, the rate quoted in words will be taken as final.
- Cost of Tender Book:** Rs. 3,360/- (inclusive of **GST**) towards cost of tender book to be submitted online in IREPS portal only.
- Qualifying Criteria** For participating in the tender, the contractor shall be required to meet the eligibility requirements as given in **Para 15 of Chapter-1 of Section-II** (Instructions to Tenderers and Conditions of Tendering) of the tender document.
- Last date of Submission:** The e-tender shall be submitted in online up to 15.00 hrs of 22.07.2019 **online using the e-Procurement Portal <https://www.ireps.gov.in>.**
- Date of Opening of Tender:** The e-tender will be opened at 15.30 hrs on 22.07.2019 at the same address as mentioned above.
- Completion Period of Work:** The work should be complete within 120 days from the date of issue of Letter of Acceptance/PO
- Address to which correspondence and documents relating to the Contract should be sent:** General Manager, RailTel Corporation of India Ltd, Secunderabad
- Earnest Money:** Tenderer shall deposit Earnest Money as detailed in a manner prescribed in **Para 5 Chapter I Section II**

12. **Security Deposit: @5% of contract value will be deducted from contractor's on account bills** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Security Deposit for due fulfillment of contract.
13. **PBG:** On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 30 days, deposit in favour of RailTel Corporation of India Limited, Secunderabad an amount in terms of **Para-3 of Special Conditions of Contract (Section II Chapter 2)** towards Performance Bank Guarantee for due fulfillment of contract.
14. **Specifications:** Reference of specifications of the important equipments and materials required for execution of the contract is given in the Technical Specification (Section III chapter 3 of tender document). The work shall be executed in compliance with all the technical requirements given therein.
15. **Schedule of Requirement:** The various items to be supplied and works/services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed to this preamble (Section I Chapter 2). The tenderer is advised to quote for all the items. The make and model of all the equipments proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.
16. **As made drawings:** shall be submitted after completion of testing and commissioning of section as per specification (section III chapter 3)
17. **Materials to be supplied by Contractor:** Tenderer's special attention is invited to the fact that no material except items mentioned in para 17 above shall be arranged/supplied by RailTel for commissioning the work. All materials including the materials covered under the Schedule of Requirement and those required to achieve the end objective as required are to be supplied by the contractor.
18. As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
19. **Maintenance Support:** The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.
20. Video Recording: deleted
21. In all matters, decision of Regional General Manager (Southern Region), RailTel Corporation of India Ltd, Secunderabad, will be final.

TENDERER DATA SHEET**For**

Construction of OFC Masonry Buildings 5 Nos at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutti section” as per the schedule of work & specifications

Schedule of Requirement and Specifications (Tender No:RCIL-ETender-19-20-SC-28)

S No	clause reference	Description	Remarks(Yes/No)	Page no
Cost of Tender & EMD Particulars				
1	EMD as per NIT/ Preamble	Whether EMD submitted online in IREPS portal ?		
2	Cost of tender as per NIT / Preamble	Whether cost of Tender document submitted online in IREPS portal?		
Technical Eligibility Criteria				
4	cl.no. 15 & 15.2 section II chapter I for single similar work execution of 35% of tender advertised value	Whether work completion certificate by User as per Form no 2 as mentioned in the page no 45 of the tender document has following information.	submitted certificate Yes / No	
(a)		Contract agreement No/WO no is for a single work? If yes, Contract Agreement No/ Work /Purchase order No & Date may be mentioned.		
(b)		Name and scope of Work executed under single contract agreement		
(c)		Executed / Paid Value of work mentioned or not? If mentioned specify the value		
(d)		Is Value of work executed equal to or more than 35% of advertised tender value?		
(e)		Whether work executed in user form no.2 is similar to the work experience as mentioned in clause no 16 instructions to tenderer section II Chapter I of tender document)		
Financial eligibility criteria				

5	cl.no.15 & 15.3 section II chapter I for turnover of 150% of tender advertised value	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the year (2016- 17),(2017-18) and (2018-19) and current year (2019-20) are enclosed ?		
5.1		Whether Copy of PAN, GST Registration certificate submitted?		
Notarized Affidavit				
6	cl.no.16.1 (ii) section II Chapter I	Whether Affidavit is submitted in Original and Notarized?		
6.1		Whether Submission of Affidavit is as per format as enclosed in form no 11 /Annexure-A vide page no 53 of tender document?		
6.2		Whether the signature of deponent in the affidavit is the same person whose name is mentioned the first sentence of affidavit giving the undertaking?		
6.3		Whether Deponent has signed both affirmation and verification statement of affidavit?		
Power of attorney, constitution of Firm and Memorandum of Association				
7	cl.no.7 instructions to tenderers section II chapter I	Whether Power of attorney in non- judicial stamp paper worth of Rs 100/- enclosed with Tender is in proper format and notarized?		
8		Whether Power of attorney is mentioning " the position of person giving power of attorney and the position of person in the company in favour of whom the Power of Attorney is being given? "		
9		Whether Partnership deed, Memorandum of Joint Venture as the case may be if applicable is enclosed for partnership firm? If not applicable, then it should be mentioned as " NOT APPLICABLE " under remarks column.		

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

Note:

1. All scan copies of documents listed above shall be submitted online
2. Hard copies of above documents to be submitted offline before due date & time of tender opening to the tendering authority

Bidder Organization data:

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

Place
Date

(Signature of the Tenderer with Seal)

SECTION I
Chapter 2
SCHEDULE OF REQUIREMENT (SOR)

Tender No: RCIL-ETender-19-20-SC-28 dt: 19.06.2019

Name of the work: - Construction of OFC Masonry Buildings 5 Nos at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutty section" as per the schedule of work & specifications.

Schedule of work/rates accepted for the work of "Construction of OFC Masonry Buildings 5 Nos at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutty section" as per the schedule of work & specifications given in the Tender Document".

S. No	Description of Item (HSN code 995414 for all items)	Unit	Rate	Quantity	All Inclusive Amount (Rs.)
SCHEDULE ' A ' (CIVIL WORKS)					
1	Excavation in open foundations, trenches nallah training, drains (exceeding 1.5 M in width or 10 Sq.M on plan) including disposal or stacking of excavated spoil in loose or soft soils which can be removed by spades powrahs or mamoties.	1 Cum	66.08	520.00	34,361.60
2	Excavation in trenches for foundations, cables, pipes, nallah training, drains etc., not exceeding 1.5 M in width and for pits, wells, etc., not exceeding 10 SqM on plan including disposal or stacking of excavated spoil. In dense or hard soils which require picks or crowbars for hacking including soils containing stones or boulders measuring under 0.03 cum and boulder studded soils.	1 Cum	90.16	56.00	5,048.96
3	Providing and laying cement concrete 1:3:6 (1 cement, 3 sand and 6 aggregate) with 40 mm nominal size graded stone aggregate foundations and plinth/under-floors etc.	1 Cum	2560.40	90.00	2,30,436.00
4	Supplying and stacking at specified locations on Railway premises : Clean sand	1 Cum	688.80	75.00	51,660.00
5	Providing and laying cement concrete 1:1:5:3 (1 cement, 1.5 sand and 3 aggregate) with 20 mm nominal size graded stone aggregate, for reinforced work (excluding cost of	1 Cum	3622.48	65.00	2,35,461.20

	fabrication and placing of reinforcement) In foundations, footings base of columns and similar works and mass concrete.				
6	Providing and laying cement concrete 1:1:5:3 (1 cement, 1.5 sand and 3 aggregate) with 20 mm nominal size graded stone aggregate, for reinforced work (excluding cost of fabrication and placing of reinforcement) In columns, pillars, posts and struts.	1 Cum	3663.08	15.00	54,946.20
7	Providing and laying cement concrete 1:1:5:3 (1 cement, 1.5 sand and 3 aggregate) with 20 mm nominal size graded stone aggregate, for reinforced work (excluding cost of fabrication and placing of reinforcement) In suspended floors, roofs, landings, shelves, and their supports, balconies, chajjas, lintels, beams, girders, bressemeres and cantilevers etc.,	1 Cum	3661.12	48.00	1,75,733.77
8	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for Foundations, footings, bases of columns, etc., and mass concrete	1 Sqm	110.88	36.00	3991.68
9	Supplying and providing reinforcement using contractors MS/Tor/TMT Steel HYSD bars for foundations, footings, beams, Lintels, Chajjas, Roof slab, Flooring, Foundations and all other RCC works etc., including straightening, cutting, bending, cranking and fixing in position and binding reinforcement with contractor's GI binding wire, material, labour, tools, plant, machinery consumables all lead and lift etc., complete as per approved drawing, specifications and as	1 MT	48290.00	16.00	7,72,640.00

	directed by the Engineer-in-charge.				
10	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for Flat surfaces, such as soffits of suspended floors, roofs, landings and the like, for slabs etc.,	1 Sqm	152.32	160.00	24,371.20
11	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for Sides and soffits of beams, beam haunches, cantilevers, girders, Bressemer and lintels etc., less	1 Sqm	100.52	268.00	26,939.36
12	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for Edges of slabs and breaks in floors etc., less than 20 cm width.	1 M	35.56	126.00	4,480.56
13	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for Chulla hoods, weather shades, chajjas, carbels, etc., including edges.	1 Sqm	152.32	16.00	2,437.12

14	Providing and laying Brick Masonry for superstructure of 230 mm thick walls with CM (1:8) prop. (Cement: Sand) using second class brick from approved source having crushing strength of not less than 40 kg/sq cm and water absorption not exceeding 20% by weight, including cost and conveyance of all materials like cement, sand, bricks, water etc., to site, cost and seigniorage charges on materials including of all labour charges, like mixing cement mortar, wall construction, curing, scaffolding charges, for work at any floor at any level, etc., complete for finished item of works.	1 Cum	3168.93	108.00	3,42,244.44
15	Providing and fixing cold roll formed 1.25 mm thick steel hollow frames for doors and window, complete with fixing lugs, hinges, mortar guards, lock strike plates, buffers, bolt holes, etc., as required including base ties or angle thresholds, as required and conforming to I.S.4351 Frames to profile A of specification 105 X 60 mm size.	1 M	406.00	32.00	12,992.00
16	Providing and laying Reinforced brick masonry for partition walls (115 mm thick) in CM (1:4) prop.(cement : sand) using traditional second class bricks from approved source with crushing strength not less than 40 Kg. per Sq.cm and water absorption not exceeding 20% by weight, placing two brick masonry including scaffolding charges and all labour charges like mixing cement mortar, wall construction, lift charges, curing, etc., complete but excluding cost of steel and its fabrication charges for finished item of work.	1 Cum	3068.41	1.50	4602.62
17	Filling surplus earth from foundations or Railway's earth, murum ashes or sand in trenches, plinths of floors in layers not exceeding 20 cm. depth and Consolidating each layer by watering and ramming.	1 CuM	24.92	285.00	7,102.20

18	Providing and fixing skin moulded flush door shutter 35 mm thick for doors to the already fixed to existing frame using screws and cutting the door to required size to suit the existing floor level of the room including painting two coats of enamel paint of approved quality and colour with all accessories like Aluminum sliding bolts of 300 mm - 2 No's, Aluminum tower bolts of 150 mm - 1 no, Aluminum handles - 150 mm - 2 No's, door stopper - 1 no, with all contractor's material tools, labour, machinery lead, lift transport to site etc., complete as directed by the Engineer-in-charge at site.	1 Sqm	3190.00	10.00	31,900.00
19	Manufacturing, providing and fixing powder coated Aluminum sliding windows with track 61 x 31x1.5 mm fixed to box size 63x31x2mm and 4 mm glass including all contractors materials, tools, tackles, labour, cement, lead, lift etc., complete and as directed by Engineer-in-charge at site.	1 Sqm	4200.00	20.00	84,000.00
20	Providing and Plastering 12 mm thick for even surface of brick masonry walls in two coats with base coat of 8 mm thick in CM (1:6) and top coats of 4 mm thick CM (1:4) with dubara sponge finishing including coast ad conveyance of all materials cement, sand, bricks, water etc., to site including all operational incidental charges, cost and seigniorage charges on materials and all labour charges for mixing mortar, finishing, curing, scaffolding charges, lifting charges including cutting grooves wherever necessary etc., for any floor at any level, etc., complete for finished item of works.	1 Sqm	160.65	700.00	1,12,455.00
21	Providing and Plastering 20 mm thick for uneven surface of brick masonry walls in two coats with base coat of 8 mm thick in CM (1:6) and top coats of 4 mm thick CM (1:4) with dubara	1 Sqm	182.26	450.00	82,017.00

	sponge finishing including coast ad conveyance of all materials cement, sand, bricks, water etc., to site including all operational incidental charges, cost and seingniorage charges on materials and all labour charges for mixing mortar, finishing, curing, scaffolding charges, lifting charges including cutting grooves wherever necessary etc., for any floor at any level, etc., complete for finished item of works.				
22	Providing and Plastering 12 mm thick for even surface of block masonry walls in two coats with base coat of 8 mm thick in CM (1:6) and top coats of 4 mm thick CM (1:4) with dubara sponge finishing including coast ad conveyance of all materials cement, sand, bricks, water etc., to site including all operational incidental charges, cost and seingniorage charges on materials and all labour charges for mixing mortar, finishing, curing, scaffolding charges, lifting charges including cutting grooves wherever necessary etc., for any floor at any level, etc., complete for finished item of works.	1 SqM	164.88	200.00	32,976.00
23	Providing and laying flooring in Granolithic concrete over CC Bed of 40 mm thick with CC (1:12) prop using 12 mm HBG graded hard granite machine crushed metal laid in panels (alternately) of size not exceeding 1.5 m X1.5 m divided by 4 mm thick glass strips 40 mm depth and finishing the top surface to required smoothness and slopes, including cost and conveyance of all materials to site, all labour charges, full rounding and polishing on edges, mixing of cement mortar, curing etc., complete for finished item of work (excluding cost of C.C. Bed)	1 Sqm	181.32	82.00	14,868.24
24	Providing and fixing Ceramic tiles of standard company such as Johnson, Regency & Spartek etc., in flooring	1 Sqm	418.00	40.00	16,720.00

	fixed over 25 mm thick cement plaster 1:3 with contractors materials, labour, tools, plant, machinery, consumables, all lead and lift etc., complete as per approved drawing specifications an as directed by the Engineer-in-charge.				
25	Providing and fixing Ceramic tiles of standard company such as Johnson, Regency & Spartek etc., in skirting and dadoing fixed over 25 mm thick cement plaster 1:3 with contractors materials, labour, tools, plant, machinery, consumables, all lead and lift etc., complete as per approved drawing specifications an as directed by the Engineer-in-charge.	1 Sqm	378.00	8.00	3,024.00
26	Supply and fixing of MS Grills made of 12 mm MS square bars (Brite or equivalent) as per the drawing with MS hold fasts for the frame for fixing into side walls, including cost and conveyance of all materials to site, labour charges, for welding, grinding of joints, fixing into masonry and painting with one primary coat of red oxide, etc., complete for finished item of work for all floors.	1 Kg	61.07	200.00	12,214.00
27	Providing and laying Impervious coat to exposed RCC Roof slab and sunken slab surfaces to required slopes with CM compound of approved compound from reputed manufacturers at 1 Kg/bag of cement (or as per manufacturers specifications) laid over roof slab when it is green including cost and conveyance of all materials like cement, sand, water proofing compound etc., to site, seigniorage charges and labour charges, rendering smooth and thread lining at regular intervals round off junction of wall and slab curing, lift charges etc., for any floor at any level, complete for finished item of work.	1 Sqm	202.93	200.00	40,586.00
28	Hand packed dry stone flooring in aprons etc., with rubble stone laid to	1 Cum	550.48	1.00	550.48

	specified thickness				
29	Providing and Painting Acrylic oil bound distemper to interior faces of walls and ceiling two coats of approved make over a primary coat of white cement (total 3 coats) including cost and conveyance of materials like distemper, primer etc., to site including lift charges and labour charges such as preparing the wall, applying primary coat, etc., complete for finished item of works for all floors at any level.	1Sqm	77.32	650.00	50,258.00
30	Providing and Painting with water proof cement paint of approved make, colour and shade to exterior faces of walls in two coats over a primary coat of white cement (total 3 coats) including all taxes cost and conveyance of materials like water, brushes, scaffolding including curing for 3 days etc., complete for finished item of works in all floors.	1Sqm	72.81	780.00	56,791.80
31	Manufacturing, Fabricating, Supplying and fixing MRF powder coated Anodised aluminium Ventilators sliding/louvered/ partly louvered type made with box of size 63x31x2mm and 4 mm glass fixed with required beading and stainless steel mesh with outer frame (and other intermediate sections, as necessary) of 61.85 x 31.75 x 1 mm thick size section of approved colour and in fill glazing panel of 4 mm thick pin headed/plain sheet glass with all necessary clips of medium thickness. "U" rubber beading, labour, tools, plants, machinery, equipment etc., complete as per specifications and as directed by the Engineer-in-charge at site.	1Sqm	4000.00	1.80	7,200.00
32	Painting two coats over existing priming coat on steel or other metal surfaces to give an even shade including cleaning surfaces of all dirt, dust and other foreign matter, for surfaces over 10 cm. In width/girth,	1 Sqm	39.48	300.00	11,844.00

	using : Synthetic enamel paint, brushing exterior type 1				
33	Providing form works, including centering shuttering, strutting, propping etc., height of propping and centering from supporting floor to ceiling not exceeding 4 m. and removal of the same, for in-situ concrete work (including reinforced concrete) with all contractor's material for : Columns, pillars and post square, rectangular, or polygonal in plan.	1 Sqm	134.12	190.00	25,482.80
34	Providing and fixing fly proof galvanized M.S.wire gauge to windows and clerestory windows using galvanized M.S.wire gauge with average width of aperture 1.4 mm in both directions with wire of dia 0.63mm With 2nd class teak wood beading 50x20 mm	1Sqm	568.51	1.50	852.77
35	Coursed rubble masonry second sort in foundations and plinth In cement mortar 1:6(1 cement, 6 sand)	1 Cum	1805.08	116.00	2,09,389.28
36	Supplying and stacking at specified locations on Railway premises :Murum	1 Cum	204.96	220.00	45,091.20
37	Pointing on second sort coursed stone masonry with Ruled pointing with cement mortar 1:4 (1 cement, 4 sand)	1Sqm	85.65	186.00	15,930.90
38	Structural steel\work welded in built up sections, trusses and framed work, girders, staging, racks, etc including cutting, bending, straightening, hoisting, fixing in position, including applying a priming coat of approved steel primer, complete- upto 6m height above GL In RSJ, tees, angles and channels	1 kg	80.00	6000.00	4,80,000.00
39	Chain Link fabric mesh of size 50X50mm size made of GI wire of 4 mm dia.	1 Sqm	476.93	375.00	1,78,848.75
	Supplying and fixing of barbed wire weighing 9.38 kg per 100 meter (min) on previously erected posts with wire nails, hooks, stitching bolts, binding	per meter of barbed wire	12.77	1050.00	13,408.50

40	wire etc. straight and/or cross pattern. (Rate includes drilling of holes in the post where ever required) Note: This item can also be operated as extra over Items 242010 to 242060 for fixing additional wires to those stipulated in the respective items.				
41	Demolishing brick work including stacking of serviceable material and disposal of unserviceable material with in 50m lead In cement mortar	1 Cum	431.31	1.20	517.57
42	Dressing Surface (average excavation or filling upto 15cm) including removing vegetation in all kind of soil. Payment against this item is to be made only if it is not included in earth work item	Sqm	6.75	9000.00	60,750.00
	Total Schedule 'A'				35,77,125.18
SCHEDULE ' B ' (ELECTRICAL WORKS)					
43	Provision for supply and laying of 25 mm dia 2 mm thick PVC concealed conduit pipe with all required accessories such as deep boxes, normal bends, including masonry work, labour charges etc., for circuits power sockets and sub mains etc., this includes necessary circuit boxes where ever required shall be provided.	1 M	22.00	150.00	3,300.00
44	Provision for supply and fixing of 6/16A, 3/6 pin flush type power plug and socket with indicator lam and 6/16A flush modular type unit 6/16A switch control anodized MS 16 SWG box with top plate cover control for power plug point connections	Each	387.00	25.00	9,675.00
45	Provision for supply and fixing of 32 metallic plug and socket (industrial type) with 32 A SP MCB to be housed in 16 SWG MS box with necessary connections (for AC and coolers).	Each	600.00	10.00	6,000.00
46	Provision for supply , fixing of 1x 28w T-5 box type energy efficient fluorescent tube light fitting ISI marked complete with electronic ballast and lamp holder duly wired up	Each	600.00	15.00	9,000.00

	ready for use on 230V single phase 50 Hz. AC supply to IS:10322 as per general technical requirement etc., the light fitting shall be of Asian make dualite model out of similar to CG make, fitting should be Osram make energy efficient fluorescent tube light of 28 W 6000 K temp (made in Germany/Italy or Netherland, EU) complete wiring with flexible copper cable from ceiling rose to tube light suitable for single T.				
47	Provision for supply , fixing of ceiling fans of 1400 mm sweep	Each	1050.00	10.00	10,500.00
48	Provision for supply, fixing of connecting and commissioning of Bajaj make or similar of 300 mm maxima exhaust fan with louvers	Each	1040.00	5.00	5,200.00
49	Provision of supply of insulated multi stranded copper conduit wire 4 Sqmm 110 V	1 M	36.00	300.00	10,800.00
50	Provision of supply of insulated multi stranded copper conduit wire 2.5 Sqmm 110 V	1 M	24.00	600.00	14,400.00
51	Provision of supply of insulated 2 core 10 Sqmm conduit wire 110 V	1 M	55.00	300.00	16,500.00
52	Provision of supply, fixing of wiring point with Anchor/Maru switches fixed in modular switch boards	Each	450.00	50.00	22,500.00
53	Provision for supply, fixing and connecting steel sheet iron sheet sub distribution board single phase with neutral link including supply and fixing of following MCB's with suitable copper bus bar arrangements and other connected accessories etc., 2x32A MCB DP, 4x10 A MCB SP, 2x 20 A MCB DP.	Each	3160.00	5.00	15,800.00
54	Provision of standard earth pit (suitable for building wiring)	Each	1500.00	5.00	7500.00
55	Provision of supply, fixing of GI wire for electrical earthing	1 M	9.00	15.00	135.00
	Total Schedule 'B'				1,31,310.00
SCHEDULE ' C ' (MISCELLANEOUS WORKS)					
56	Provision for supply and laying vinyl flooring of desired shade and design in lengths or tiles as directed on existing base using approved rubber	1 SqM	635.00	90.00	57,150.00

	based adhesive and including cleaning and drying of base thermo welding of seams with vinyl cord etc., complete using : Antistatic flooring 2.0 mm thick				
57	Supply of Modular based cable Sealing system consists following items KFO 6X1 with Flange PA 6.6 30% GF-Flange, Packing space (180x120mm) Frame Dimension (420 x 319 mm) with the following multi diameter Modules and accessories : RM 20 w 40 (0 + 3.5 - 16.5 mm) - 6 Nos, Wedge 120 mm - 1 No, Stay plates galvanized 120 mm - 6 Nos, TSL 10 x 5 sealing strip - 1 No, Assembly Gel (25 ML Pack) - 1 No.	Each	14240.00	5.00	71,200.00
58	Supply and fixing of FRP cable tray of 300 mm width with proper C type couplers on angles	1 M	450.00	60.00	27,000.00
	Total of Schedule 'C'				1,55,350.00
	Grand Total (A+B+C)				38,63,785.19
Contractor %age on <u>Total amount of SOR</u> (at Par, Below, Above) in Figures & Words					Shall be filled online in IREPS portal only
Total Value after Contractor %age in Figures & Words (Rupees in Words.....)					
.....)					

The Percentage Quoted shall be applied uniformly on all the items of SOR

Note:

1. Price quoted shall be inclusive of all taxes. Break-up of taxes to be specified in a separate sheet showing Basic Price, GST@ and others if any etc.
2. Since it is percentage basis tender, the percentage quoted will be applied on each SOR item for arriving at the base rate.

Signature of Tenderer with Seal

Chapter 1. Instructions to Tenderers and Conditions of Tendering

Chapter 2. General terms and conditions of contract

Chapter 3. Special Conditions of Contract

Chapter 4. Forms of Tenders etc

SECTION - II CHAPTER - 1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

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

SECTION - II

CHAPTER-1

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Secunderabad -500071 from established and reliable contractors for the work of Cable laying in TNRDC duct tray space/HDD & associated works between Kasturibai Nagar and Siruseri (IT Corridor Expressway) Chennai.

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

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

2. INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

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

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

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

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

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

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

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

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

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

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

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

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

3. LOCAL CONDITIONS

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

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

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

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

5 EARNEST MONEY/ BID GUARANTEE

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

Tender No	Section	Tender Estimated Cost (In Rs)	EMD (In Rs)
RCIL-ETender-19-20-SC-28	Construction of OFC Masonry Buildings 5 Nos at Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed-Pimpalkutty section in Maharashtra state"	Rs. 38,63,785.19 /-	Rs.77,300/-

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

5.6 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, action will be initiated as specified at below clause no. 16.1.

5.7 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the RailTel shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RailTel shall deem such tender as cancelled, unless the firm retains its character

6 SUBMISSION OF OFFERS

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

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

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

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

6.5 RATES IN FIGURES & WORDS:-

6.5.1 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken in to consideration.

6.5.2 In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.

6.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

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

6.7 The bid shall consist of the following:

- i) Offer letter complete. (Form No.1)
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly signed (digitally) by the tenderer in figures and words as applicable on IREPS portal.
- iii) Earnest Money to be submitted online in IREPS portal only
- iv) Constitution of Firm and Power of Attorney (refer below clause no 7)
- v) Clause wise compliance to tender conditions & statement of deviations (Para 4). Form No.5
- vi) Similar works executed or under execution. Form No. 10
- vii) User's Certificate Form No. 2
- viii) Any other information desired to be submitted by the tenderer.
- ix) Complete tender document duly signed (digitally sign) in all pages including above
- x) Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the 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 or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 7.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The duly notarized Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.
- 8. UNIT /PERCENTAGE PRICES:** The unit/percentage prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all-inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system. Reference may be made Special Conditions of Contract (Chapter II Section II). The prices shall be inclusive of all taxes and statutory payments.
- 9. VALIDITY OF OFFER PER TENDER:** The tenderer shall keep the offer open for a minimum period of 60 (Thirty) days, from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.
- 10. RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 11. PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** The works/work are/is to be completed within a period as mentioned in preamble at para 9.
- 12. NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 13. ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 14. WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage
- 15. QUALIFYING CRITERIA PER TENDER:**
- 15.1 General: all the supporting documents shall be self attested by Tenderer for their consideration.**
- 15.1.1** Qualifying criteria under this para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipments and financial and human resources to successfully complete the project. In case of a consortium bid the qualification document details etc. must be provided for each member of consortium.

- 15.1.2 If the tenderer proposes to buy any equipment from other suppliers/ sources, documents indicating the willingness to supply the equipment and provide technical support to the tenderer that may be required during installation, commissioning and warranty period and later on directly to the RailTel, shall be included in the tender.
- 15.1.3 The tenderer should submit the details of experience of similar works or services in the projects executed / under execution which should clearly bring out expertise in the equipment manufacture or installation etc. as per form no. 10.
- 15.1.4 For supply of critical materials, the contractor, if he is not a manufacturer, shall submit a certificate from the manufacturer, whose material he intends to supply, to the effect that the manufacturer is willing and capable to supply the material in time so as to enable the contractor to complete the work within the time frame mentioned in the contract.
- 15.1.5 The tenderer/s must submit along with his/their tender, certificates from the original user for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall submit these certificates for all the projects that he has executed which only satisfy the minimum requirements in each case. **The certificates are to be submitted in original or their true copies duly signed by the tenderer to contain the information as per Form no. 2.**

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

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

15.3 Financial:

- 15.3.1 The total contract amount received by the tenderer during the last three financial years including current financial year as per Audited balance sheet should be a minimum of 150% of advertised Tender Value of work. Offers not accompanied by Audited balance sheet will not be considered

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

16. MEANING OF SIMILAR WORKS"

Civil engineering works-building construction works.

16.1 System of Verification of Tenderer's Credentials:

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). **Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender**
- ii. **The tenderers shall submit a notarized affidavit in original** on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A/Form No.11. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And It shall be mandatorily incumbent upon the tenderer to identify, state and submit

the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a) The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deport (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

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

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

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

19. AGREEMENT: The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated in para 2 of Special Conditions of Contract (Section II Chapter II).

20. TENDERER'S ADDRESS: Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

21. EVALUATION OF OFFER

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

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

22. AMENDMENT OF TENDER DOCUMENT

22.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA

22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda)

published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15 days of the date of tender opening.

22.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender document.

22.4 The materials that shall be handed over to the Contractor at any time for execution of work shall depend upon the particular item of work in the schedules to be done at a particular time and also the progress of work. The contractor shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.

22.5 Materials issued to the contractor shall be used solely and economically for the purpose of work covered by this contract only. The materials shall be used in such quantities and proportions as are indicated in Schedule or in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Wastage or damage to such materials in any manner shall be avoided.

22.6 The contractor shall be liable to render fully accountable for all the materials issued by the RailTel. If any quantity of RailTel materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the issued rate prevailing at the time of last issue of the materials consumed in excess or wasted or damaged or lost or not satisfactorily accounted for.

22.7 If at any time any materials which the contractor would normally have to arrange for himself is supplied by the RailTel either at the contractor's request or suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply therefore or otherwise, such materials will be made available to the contractor in the RailTel's Stores Depot at Secunderabad as required for the work. All handling, subsequent thereof will be at the contractors responsibility. Recovery of the cost of such supply will be made from the contractor's bills, as per extant rules of the RailTel. Any demurrage or other charges due on account of detention of wagons in loading or unloading will also be recovered from the Contractor.

22.8 If the materials mentioned in schedules, however not available in RailTel and /or decide not to supply the same, whatever be the reason, the RailTel shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work by the contractor.

22.9 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.

22.10 Materials shall be issued to the contractor or his representative at specific depot of the stores on Production of identity card with photograph or authorization letter issued by this office. Also indemnity bond on non-judicial stamp paper of Rs 100/- as per Performa given in Form No-6 of Chapter V will be executed and submitted to the Section Engineer in charge.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS:

The words and terms specified in this section or pronouns in their stead, shall unless repugnant to the meaning or context thereof for the purpose of this contract and the specifications thereof, have the meanings as given below:

- 1.1 "RAILTEL" shall mean "RailTel Corporation of India Ltd, Southern Region, Secunderabad", issuing the tender and order and shall include its successors and assigns, as well as their authorized officers/representatives including consultants, if any, to the said "RAILTEL"
- 1.2 The "PROJECT" shall mean the entire work as described in the contract or LOA.
- 1.3 "CONTRACTOR" shall mean the successful BIDDER whose Bid has been accepted by RAILTEL and on whom the 'Contract' or 'Order' is placed by RAILTEL and in this contract it is the aforesaid contractor and shall, unless repugnant to the context, include their heirs, legal representatives, successors and permitted assigns
- 1.4 "SUB-CONTRACTOR" shall mean the person or firm named in the 'Contract' or 'LOA' to whom the work has been sublet by the CONTRACTOR with the prior consent in writing of RAILTEL and shall include their heirs, legal representatives and successors
- 1.5 "MANUFACTURER" refers to a person or firm who is the producer and supplier of material or designer and fabricator of equipment to be supplied to RAILTEL or the CONTRACTOR or both under the Contract or LOA.
- 1.6 "INSPECTOR" shall mean the authorized representative(s) appointed by or on behalf of RAILTEL for the purpose of inspection of materials / equipment / works
- 1.7 "SITE" shall mean the actual places in the proposed "Project" as detailed in the 'Specification' or other places where work has to be executed under the Contract
- 1.8 "MONTH" shall mean English calendar month
- 1.9 "SPECIFICATIONS" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-In-Charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
- 1.10 "BID" or "TENDER" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 1.11 "BILL OF QUANTITIES" means the priced and completed bill of quantities forming part of the bid / tender.
- 1.12 "PLANT" or "EQUIPMENT" and "WORK" or "WORKS" shall mean the goods to be supplied, work to be executed and services to be provided by the Contractor under the 'contract' or 'LOA'
- 1.13 "LETTER OF INTENT" or "LETTER OF ACCEPTANCE" means the formal, acceptance by RAILTEL of the bid / tender of the bidder

- 1.14 "CONTRACT" shall mean the agreement under these presents between RAILTEL and the Contractor for the execution of works, including all the schedules contained in the agreement and all the documents, such as Tender Documents. General Conditions of Contract, Job Specifications, the accepted Schedule of Rates, General Requirements, Time Schedule for completion of the job, Drawings, Letter of Intent, agreed variations, if any, etc.,
- 1.15 "CONTRACT PRICE" shall mean either the lump sum price named in the Contract / LOA subject to the provision contained hereof or the total amount payable to the Contractor for the entire execution and full completion of the work as calculated from quoted unit rates and estimated or measured quantities for various items of work as set out in the Schedule of Quantities attached to the Contract / LOA
- 1.16 "DATE OF CONTRACT" shall mean the calendar date on which RAILTEL and Contractor have signed the 'Contract', "EFFECTIVE DATE OF CONTRACT" shall mean the calendar date on which RAILTEL shall have issued to the Contractor the 'Letter of Intent' or as otherwise mutually agreed to between RAILTEL and the Contractor
- 1.17 "CONTRACTUAL COMPLETION PERIOD" shall mean the time period agreed for completing the execution of and passing the tests on completion of the works or any section or part thereof as stated in the contract (or as extended subsequently) calculated from the commencement date. The 'Contract' shall be executed as agreed between the Contractor and RAILTEL in the Letter of Intent / Contract / LOA.
- 1.18 "TESTS ON COMPLETION" means the tests specified in the Contract or otherwise agreed by RAILTEL and the Contractor which are to be made by the Contractor, to the satisfaction of RAILTEL before the works or any section or part thereof are taken over by RAILTEL
- 1.19 "APPROVED" and "APPROVAL" where used in the specification / tender shall mean respectively approved by and approval by RAILTEL. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As directed', 'Where directed', 'When directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used. the approval, judgment, direction, etc., is understood to be a function of RAILTEL or its designated representative qualified technically to the respective acts.
- 1.20 "CONTRACTOR'S WORKS" or "MANUFACTURER'S WORKS" shall mean and include land and other places which are used by the Contractor or his sub-Contractor for the manufacture of 'Equipment' or performing the 'Works'
- 1.21 "VIRTUAL COMPLETION" shall mean all work is completed as directed and the 'Site' is cleared to the satisfaction of RAILTEL; but prior to and conditional on / subject to the issuing of "Completion Certificate", or "Final Certificate
- 1.22 WORDS importing persons shall include Firms, Companies, Corporations and other Bodies, whether incorporated or not
- 1.23 WORDS importing singular shall also include the plural and vice versa, where the context requires
- 1.24 "DRAWINGS" shall mean: All drawings new or revised furnished by RAILTEL forming part of tender as a basis for proposals and forming part of Contract / LOA and made part thereof
- 1.25 "ACT OF INSOLVENCY" shall mean any Act of Insolvency, as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending statute
- 1.26 Wherever FIGURES are given in the Contract under the word "ELEVATION" or any abbreviation of it, or where figures representing elevations are given, unless otherwise stated, shall mean the ELEVATION relative to the. permanent Bench Mark fixed by RAILTEL for the particular work, located as shown on site plan or a datum level established by RAILTEL
- 1.27 "WRITING" shall include any manuscript, typewritten or printed statement issued under or over signature of RAILTEL and / or Contractor / vendor with seal

- 1.28 "RAILTEL-IN-CHARGE" shall mean the person nominated by "RAILTEL" from time to time and shall include those who are expressly authorized by RAILTEL to act for and on its behalf for all functions pertaining to operation of this contract / LOA.
- 1.29 "NOTICE IN WRITING" or "WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or the address of the registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.30 "CONSTRUCTIONAL PLANT" shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as defined hereinafter) but does not include materials or other things intended to form or forming part of the permanent work
- 1.31 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works
- 1.32 "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by RAILTEL or RAILTEL-In-Charge when the works have been completed to their satisfaction and in accordance with the criteria stipulated in the Contract. This certificate shall only be tentative and subject to the final certificate as below
- 1.33 "THE FINAL CERTIFICATE" in relation to the work, shall mean the certificate regarding the satisfactory compliance or otherwise of the various provisions of the contract, which is issued by RAILTEL, after the period of liability is over
- 1.34 "THE PERIOD OF LIABILITY" in relation to a work shall mean the specified period from the date of issue of the completion certificate up to the date of issue of final certificate, during which time the Contractor stands responsible for rectifying all defects, at its own cost, rate and responsibility.
- 1.35 "HOLD BACK" shall mean the amount of money deducted from a Contractor's request for payment for works completed. It shall be retained by RAILTEL until such time as established in the contract: to guarantee full and satisfactory performance. No interest shall be paid to the Contractor on this money
- 1.36 "PRICE VARIATION CLAUSE" shall be that written formula, which sets out how a given price(s) in the tender and contract documents can be modified during the course of contract. It shall be mutually agreed to by all the parties at the outset of the project, and shall be so deemed
- 1.37 ALL REFERENCES TO ANY NOTICES, MODIFICATIONS, CLARIFICATIONS, INSTRUCTIONS, APPROVALS, AGREED, MUTUALLY AGREED, ACCEPTANCES, DEMANDS, ASSURANCES, INTIMATIONS and the like and / or their alternative forms wherever appearing shall mean such acts IN WRITING signed by the authorized representative, unless otherwise specified
- 1.38 "GOODS" shall mean the materials to be supplied by the Contractor to be used in the execution of the contract or LOA and such goods or materials shall conform to the specifications incorporated in the tender or bid
- 1.39 "FIRST QUALITY" shall mean the level of quality available as "the best in the market" at the material time, as the term in quotes is generally understood in respect of such brand / make / model etc., as the appropriate consultant may recommend / have recommended
- 1.40 "ACCEPTING OFFICER" is officer authorized by RAILTEL to accept the contract and modify/change/alter the terms thereof who shall be the final authority in respect of any disputes that may arise under this contract.
- 1.41 WORK: The works to be executed on the basis of the LOA issued by RAILTEL from time to time in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for purpose of the contract.

- 1.42 CONSTRUCTION EQUIPMENT: All appliances and equipment of whatsoever nature for the use in as for the execution and completion of the works under the contract.
- 1.43 CONTRACT DOCUMENTS: Collectively the Agreement with all its schedules and annexures, if any, the tender document, Quotations designs, drawings, specifications, special and general conditions of contract, letter of acceptance, agreed variations if any and such other documents constituting the tender and acceptance thereof as specifically agreed and incorporated in the letter of acceptance.
- 1.44 ENGINEER-IN-CHARGE (EIC)/ RAILTEL-IN- CHARGE: The representative of RAILTEL at site acting under the orders of RAILTEL to supervise the work and in other matters
- 1.45 DEFECTS LIABILITY PERIOD: The period from the date of virtual completion up to the date of expiry of specified maintenance period during which the Contractor is responsible for rectifying defect, if any, that may appear in the works at free of cost. The liability period shall exists, RAILTEL issues a LOA file closing certificate
- 1.46 SECURITY DEPOSIT: The deposit held by RailTel as security for due fulfillment of the contract.
- 1.47 ACCEPTANCE and ACCEPTANCE DATE: shall mean the acceptance by RAILTEL in writing after following the procedure. Such acceptance certificate shall be given by RAILTEL only upon receiving invoice from the Contractor, which shall be treated as acceptance. Acceptance Date shall mean the date on which the Final bill amount paid to Contractor by RAILTEL.
- 1.48 READY FOR SERVICE: shall mean the delivery of the materials, the Installation, the corresponding interconnection, the successful completion of the Field Acceptance Tests.
- 1.49 DOCUMENTATION: shall mean the As-Constructed Plans, general instruction, drawings, diagrams and other written material as well as electronic material (such as in the form of CD-ROM or Floppy) that the Contractor is required to provide to RAILTEL under this Contract.
- 1.50 MATERIAL: shall mean all the Hardware that are included in the scope of Supply as detailed in a specific Order placed and confirmed hereunder and conforming to the respective Specifications.
- 1.51 SUPPLY PRICE: shall mean the aggregate price payable by RAILTEL to the Supplier for the material supplied and delivered at site. The pricing information must be detailed as specified in the contract.
- 1.52 FIELD ACCEPTANCE TESTING: shall be considered accomplished, after the Site Acceptance Tests are satisfactorily completed, if the system meets all the specifications detailed in the contract.
- 1.53 INFORMATION: shall mean technical, financial and commercial information and data relating to Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.
- 1.54 INSTALLATION: shall mean the assembling of the materials, the loading, unloading, the testing and the successful operation of the system, in accordance with the defined technical characteristics and with the installation and security rules in effect under the laws of India and, as applicable, in the various states of India.
- 1.55 LOA shall mean the Initial Order and the subsequent orders issued by RAILTEL specifying the scope of the work to be done by the Contractor periodically.
- 1.56 PARTY OR PARTIES: shall mean RAILTEL or the Contractor(s).
- 1.57 PROPOSAL OR THE OFFER: shall mean the document prepared by the Contractor in response to the tender of RAILTEL, including any modifications, clarifications requested and accepted by RAILTEL.

- 1.58 PROJECT MANAGEMENT: means the Contractor(s) will use well established Project Management techniques to meet the scheduled dates and time frames, and fulfilling all obligations as specified in Division of Responsibilities.
- 1.59 SCOPE OF SUPPLY: shall mean the totality of the supplies that the Contractor(s) is obliged to provide to RAILTEL.
- 1.60 SERVICES: shall mean the system design & engineering (as applicable for access network), installation, supervision and training that the Contractor(s) is required to provide to RAILTEL under the Contract.
- 1.61 SERVICES CONTRACT PRICE: shall mean the aggregate price payable by RAILTEL to the Contractor for the Services provided hereunder.
- 1.62 SYSTEM: shall mean the Outside Plant cable network or a part thereof, as the case may be, to be implemented by the Contractor and operated by RAILTEL in the Territory.
- 1.63 TERRITORY: shall mean the geographical area specified in India by RAILTEL
- 1.64 TIME SCHEDULE: shall have the meaning set forth in the LOA in terms of this contract.

2. SEVERABILITY:

If any provision of this document is invalid or unenforceable or prohibited by law, this document shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this document shall be valid and binding and of like effect as though such provision was not included herein.

3. DENIAL OF PARTNERSHIP / JOINT VENTURE:

It is hereby expressly agreed and declared that:

- 3.1.1 These presents do not create any partnership or joint venture or associations of persons between the parties hereto.
- 3.1.2 Each of these parties hereto has undertaken obligations and has rights specified herein on their own account and is principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else

Nothing contained in this document shall be deemed to constitute a party as agent of the other party for any reason or purpose whatsoever.

4. SCOPE OF CONTRACT / LOA:

- 4.1 It is understood and agreed by the **Contractor** that the work described shall be complete in every detail, even though every item necessarily involved is not particularly mentioned. Each component of the works that is provided must meet all its intended functions over the expected or stated service life.
- 4.2 The **Contractor** shall carry out the work or complete the system in every respect, in accordance with the contract / LOA and accompanying drawings and in accordance with the directions and to the satisfaction of RailTel-In-Charge.

5. CONTRACTOR TO ACQUAINT HIMSELF AS TO THE CONDITIONS OF WORK / SUPPLY:

- 5.1 The **Contractor** shall make allowance for all contingencies in the contract price and shall not raise any claims or objections against **RAILTEL** in any matters which include but not limited to the nature of work, site conditions, right of way, surface and water conditions, local conditions and all other related issues.
- 5.2 The acceptance and execution of the contract shall be construed as evidence that such an examination was made and later claims for labour, equipment or materials required for difficulties encountered shall not be allowed.
- 5.3 The prices quoted by the **Contractor** are and shall be construed to be based on his own knowledge and judgment of the conditions and hazards involved.
- 5.4 The **Contractor** shall be deemed always to have satisfied himself as to the correctness and sufficiency of the Tender and of the Rates and Prices stated in the Schedule of Quantities all of which, shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract.

6. **MATERIALS:**

- 6.1 **RailTel** will not supply any material.

6.2. **Materials supplied / provided by the Contractor**

- 6.2.1 All materials supplied or used shall be as per RAILTEL's specifications and shall be new and of first quality approved by Bureau of Indian standards. RAILTEL shall the right to accept or reject the same. Where foreign or partly foreign equipment or materials are offered or intended to be used, the fact must be specifically stated and brought to the notice of **RAILTEL** for prior written approval.
- 6.2.2 Unauthorized substitution of materials delivered in error or to wrong description or quality, or supplied in excess of the quantity ordered, or rejected goods, shall be returnable only at the expense of the **Contractor**. The **Contractor** shall bear among other things relevant charges, handling, transportation and insurance expenses.
- 6.2.3 It shall be the **Contractor's** responsibility to safeguard all materials against theft, loss, damage or whatsoever.

7. **DISPATCH:**

- 7.1 The goods, if any, to be supplied by the **Contractor** shall be dispatched and delivered well in time to suit the completion period specified in the contract, or as per completion schedule mutually agreed upon.
- 7.2 Failure to meet the stipulated completion periods for inadequate supply of goods, or for any other reasons, shall be subject to the provisions of "**Liquidated Damages**" under this agreement.

8. **SUB-CONTRACTS:**

- 8.1 The **Contractor** shall not sub-contract any part or the whole of the work, without the prior consent of RAILTEL. The **Contractor** may sub-contract parts of the contract, if necessary and in the interest of the project and only to sub- Contractors approved in advance in writing by RAILTEL. The **Contractor** shall be responsible for transmitting specifications and pertinent data to sub- Contractors and ensuring full compliance by them. In such cases even if written permission is given, it shall not relieve the **Contractor** from his obligations under the contract and he shall be fully responsible for all supplies / work done by his sub-Contractors. The **Contractor** shall also be exclusively responsible for the effective planning and co-ordination of the work from sub-Contractors. to ensure proper integration with all works.

8.2 It shall be as per the specifications of **RAILTEL** and **RAILTEL** shall have sole discretion to withdraw its consent and have the remaining part performed or executed by any other party of RAILTEL's choice.

8.3 Notwithstanding anything contained herein, RAILTEL shall have sole discretion to nominate sub-contractors for specialized activities/works or even for part of specified works, before or during the course of Work, wherever required in the opinion of RAILTEL on account of slow progress, poor quality or Contractor's lack of sufficient mobilization.

9. REJECTION:

9.1 The **Contractor** will notify **RAILTEL** well in advance when an item of work is taken up requiring its prior clearance, such as recording of levels, measurement or shuttering before pouring concrete, or when samples are required to be taken by it for testing during the progress of work. The **Contractor** will provide all assistance to **RAILTEL** in fulfillment of its duties. In the event that the goods or the works are defective or non-conforming to the specifications and standards, **RAILTEL** shall exercise its right of rejection or rectification of the defects / shortcomings and charge the **Contractor** for all expenses incurred thereby. All goods supplied or procured shall be factory tested and duly passed by RAILTEL.

9.2 Further, **RAILTEL** shall also be entitled to reject the goods and work executed by the **Contractor** which may not be conforming to specifications, within a reasonable time after installation or first use of the said goods and materials, if testing or inspections subsequently prove these to be non-conforming and charge the **Contractor** for all expenses, direct and consequential incurred thereby.

10. SECRECY CLAUSE

10.1 The technical information, drawings, specifications and other related documents forming part of the tender or the contract are the property of **RAILTEL** and shall not be used for any other purpose, except for execution of the contract. All rights including rights based on prior user, copyrights and rights in the event of grant of a patent and registration of designs are reserved exclusively by RAILTEL.

10.2 In the event of any breach of this provision, the **Contractor** shall indemnify **RAILTEL** from any loss, cost or damage or any other claim whatsoever from RAILTEL's collaborators and / or any other parties claiming from or through them or from any other party in respect of such breach.

11. RAILTEL's INSTRUCTIONS:

11.1 RAILTEL may, in its absolute discretion, from time to time, issue further drawings and / or instructions, details, directions, modifications, variations, specifications and explanations etc; which are collectively referred to as RAILTEL's INSTRUCTIONS

12. CHANGES IN THE WORK:

12.1 If it becomes necessary or desirable to modify the contract and the specifications and the drawings etc; which may result in quantity variation **beyond plus 100% or minus 25 %** of the original scope, **RAILTEL** may, without invalidating the contract, direct that changes shall be made accordingly and **no increase in Rates** shall be given.

12.2 The rates for quantity variations, substituted items and new items of work shall be based on the following in the order indicated:

- i) If a rate exists in the contract for an item having the same or similar specifications as proposed in the revised specifications, the Contractor shall carry out the work at the same rates as already existing in the contract.
 - ii) If the rates cannot be determined as at (i) above, or do not exist, the rates shall be derived from the rates for a similar class of work in the contract.
 - iii) If the rates cannot be determined as at (i) and (ii) above, the **Contractor** shall be paid after negotiation based on market rate and contractors profit not more than 10%.
- 12.3 Except for minor modifications in the work, not involving extra cost and not inconsistent with the purposes of the work and except on an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from **RAILTEL** authorising the extra work or change and no claim for any addition to the contract amount shall be valid unless so ordered.
- 12.4 During course of execution of the main work, if any new works to be carried over in the same LOA, Contractor need to execute the same on issuing of LOA amendment or any deviation note or LOI for the same.
- 13 **CONTRACTOR'S OBLIGATIONS**
The **Contractor** shall proceed with execution of the contract in the best and most expeditious manner by engaging qualified careful and efficient workers and complete the work strictly in conformity with the plans, drawings schedules and RAILTEL instructions.
- 14 **SUPPLY OF TOOLS, EQUIPMENT AND OTHER MATERIALS**
 - 14.1 For full completion of the work the **Contractor** shall, at his own expense, procure all necessary tools and equipment, depending on the type of work awarded for securing quality, safe conduct and rate of progress of work. The **Contractor** shall also provide all protective measures for safety and storage of equipment under such conditions.
 - 14.2. The Contractor shall ensure that all the tools, equipment and other materials required for the work are mobilized and are available. RAILTEL shall have the right to mobilize any / all Equipment as may be required so as to make them available for the work. Expenses / Charges incurred by RAILTEL in respect here of shall be reimbursed by the Contractor or adjusted in the payments to be made to the contractor by RAILTEL
 - 14.3 The **Contractor** shall not dispose of, transport or withdraw any tools, tackles, equipment and material provided by him for the contract without taking prior written approval from **RAILTEL**, who at all times shall have right to refuse such permission, if in **RAILTEL** opinion, the same will adversely affect the safe, efficient or expeditious completion of the project.
- 15. **PROGRAM AND CONSTRUCTION SCHEDULE**
 - 15.1 Upon award of contract and before commencement of the work, the **Contractor** shall prepare a detailed and comprehensive work completion schedule, for review and approval by RAILTEL. The **Contractor** shall also submit to RAILTEL, a CPM / Bar chart for the works at the works / project site within one (1) week from effective date of contract. These "approved" schedule and procedures shall form the basis of all the works to be performed by the Contractor and shall be adhered to by the Contractor subject to modification by RAILTEL

- 15.2 The **Contractor** will inform and present in person to RAILTEL, the name, designated Project Manager along with his Organizational structure, site engineers / staff for assessment of their suitability & capability in handling the Works, awarded by RAILTEL. In case the designated representative of RAILTEL is not satisfied with suitability or capability of the Contractor's staff, the **Contractor** shall locate and present an alternative person for assessment of staff to RAILTEL. However the **Contractor** shall deploy only those particular staff, who have been assessed and approved by RAILTEL representative for handling the Works awarded by RAILTEL. Even during the course of the Work, if RAILTEL observes and passes instructions to the **Contractor** to replace a particular staff or employee / sub contractor, the **Contractor** shall abide by RAILTEL instructions in this matter at no extra cost to RAILTEL and take immediate steps to minimize the delay in execution of the Work.
- 15.3 Failure to respect the completion dates stipulated in the LOA or instruction shall entitle **RAILTEL** to the application of the "Liquidated Damages" under this Contract
16. **EXECUTION OF WORKS.**
- 16.1 All site works are to be protected with diversion signs, barricades, danger signs, warning tapes etc.
- 16.2 Prior to excavation, the existing cable / pipe etc., belonging to other utilities must be located so as to avoid damage to these utilities by taking trial pits at appropriate distances. Any damage to other utility shall be informed to **RAILTEL** and shall be made good by the Contractor to the entire satisfaction of the affected utility or as per existing law at his own cost.
- 16.3 While trenching Contractor shall do shoring wherever required.
- 16.4 Any damage to checkered tiles / granites / structures belonging to shops or other establishments shall be informed to **RAILTEL** and shall be made good by Contractor to the entire satisfaction of the affected utility or as per existing law at his own cost.
- 16.5 The **Contractor** at all times shall work in co-ordination with RAILTEL's representative / supervisory staff and offer them all reasonable facilities to become familiar with the erection, operation and maintenance of the equipment.
- 16.6 In respect of observations of local rules and regulations, administrative orders, working hours and the like the **Contractor** and his personnel shall fully cooperate with **RAILTEL** and follow **RAILTEL** instructions. The **Contractor** shall be responsible for compliance with all statutory requirements including personnel related matters.
- 16.7 In the event of the **Contractor** being prevented by causes not attributable to him from proceeding with the work, before he temporarily withdraws from the site he will obtain permission of **RAILTEL**, and shall hand over to **RAILTEL** for safe keeping during his absence such contract material that he is unable to use / erect and **RAILTEL** will furnish a receipt for material so handed over. However, such storage of material by **RAILTEL** shall be at the risk of the **Contractor**.
- 16.8 The **Contractor** shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or which may be necessary for the completion of the contract, without the prior written consent of RAILTEL
- 16.9 The **Contractor** shall, throughout the execution and completion of the works and the remedying of any defects therein, take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from

pollution, noise or other causes arising as a consequence of his methods of operation and shall be exclusively liable and responsible for the same

17. TEST & INSPECTION:

- 17.1 The **Contractor** shall provide for the purpose of inspection, ladders, lighting and equipment for testing, necessary instruments etc., at his own cost. He shall make these available to RAILTEL, if requested, at no cost.
- 17.2 Any work not conforming to the drawings, specifications, or codes for execution shall be rejected forthwith and the **Contractor** shall carry out the rectification at his own cost and within the time specified for the completion of that type of work
- 17.3 All results of inspection and test will be recorded in the inspection reports. Performa of which shall be approved by RAILTEL. These reports shall form part of the completion documents.

18. EXAMINATION OF WORK BEFORE COVERING UP:

- 18.1 The **Contractor** shall give advance notice to **RAILTEL** or its 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 measurement, in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond reach of measurement. In default of such notice, the same shall, at the option of **RAILTEL** or its representative. be uncovered and measured at the **Contractor's** expenses. The work shall again be covered up at the **Contractor's** expense.

19. EXAMINATION OF FINISHED WORK:

When finished work is taken down for the purpose of inspection the Contractor shall bear all the expenses incidental thereto in the event that the said work is found to be defective. **RAILTEL** shall pay the cost incidental thereto in the event there is no default of notice and if it is also in accordance with the specifications

20. PROTECTION TO EXISTING PLANT AND EQUIPMENT

- 20.1. During construction of the project, any existing plant and equipment may be operated in and around the vicinity of the project site. In such cases, the **Contractor** shall protect all existing plant, structures, piping, conduits, equipment and facilities against damage during his construction operations
- 20.2. **RAILTEL** shall not be responsible or held liable for any damage to person or property consequently upon the use, misuse of failure of any construction tools and equipment of **RAILTEL** used by the **Contractor** or any of his sub- Contractors, even though such construction tools and equipment may be furnished, rented or loaned to the **Contractor** or any of his sub-Contractors. The **Contractor** accepts all responsibility in this connection and agrees to indemnify and save harmless **RAILTEL** from any and all claims for said damages arising out of or resulting from said use, misuse or failure of such construction tools and equipment
- 20.3. Adequate lighting at and near all the storage, handling, fabrication, pre- assembly and erection sites for properly carrying out the work and for safety and security shall be provided and maintained by the **Contractor**. If the **Contractor** fails to provide all the above listed facilities, **RAILTEL** may provide such facilities as it may deem necessary and charge the cost thereof to the **Contractor**. In any case, the **Contractor** shall be liable for all damages and consequences arising out his neglect in this regard.

21. STORING CONTRACTOR'S MATERIALS & CLEAN UP OF WORK SITE

- 21.1 All soil, filth or other matter taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carted away by the Contractor from the site of work, for suitable and proper disposal as directed by RAILTEL.
- 21.2 During erection, the **Contractor** shall, without any additional payment. at all times keep the working and storage areas used by him free from accumulation of loose or combustible material, waste materials, or rubbish. If the **Contractor** fails to comply with these requirements, **RAILTEL** will proceed to clear those areas and the expenses incurred by **RAILTEL** in this regard shall be payable by the **Contractor**.
- 21.3 The **Contractor** shall be responsible for the safe and secure storage of any material or equipment.

23. OFFICES, TOOL ROOM, STORES, WAREHOUSE ETC.,

The **Contractor** shall be fully responsible for storage of all materials covered in his scope and also of those issued by **RAILTEL** and shall acquire necessary site storage space as may be required at his own cost. Similarly it is the responsibility of the **Contractor** to establish his own site office / tool room. No space for storage, office or for any other purpose would be provided by **RAILTEL**. The Contractor has to establish Warehouse and Security at appropriate site in order to store materials issued by RAILTEL. Security of all materials 24 hours a day is the sole responsibility of the Contractor and the Contractor has to engage a Professional and registered Security Agency for the same.

24 STATUTORY APPROVALS:

- 24.1 It shall be the **Contractor's** responsibility to furnish all particulars and furnish necessary application forms to the concerned authorities on behalf of **RAILTEL**, if so required, and satisfy all requirements and obtain approval.
- 24.2 The **RAILTEL** shall provide any assistance possible and shall arrange for payments to be made to various Agencies upon submission of the required estimates.

25. DAY/NIGHT WORK:

- 25.1 The **CONTRACTOR** is normally expected to work during night time only and is required to complete the work in all respects as stipulated elsewhere. However, day work may be stipulated by the **RailTel** or permitted in exigencies, with prior approval of the RailTel.
- 25.2 Sufficient lights must be provided by the contractor to safeguard the workmen and the public and to afford adequate facilities for properly placing and inspecting the materials and work when the night work is in progress.
- 25.3 Where night work is in progress, all excavated areas shall be barricaded and shall be provided with red lights at the cost of Contractor and all other work areas shall be well illuminated to prevent accidental falls etc.

26. WORK IN MONSOON AND DEWATERING:

- 26.1. The construction and erection work entails working in monsoon conditions, which will affect productivity and require additional effort to protect the works. The **Contractor** must maintain an adequate labour force and appropriate equipment, as may be required for the project and plan

and execute the work according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

- 26.2. During monsoon and at all times during construction, it shall be the responsibility of the **Contractor** to keep the construction site free from accumulation of water at his own cost. Prior to any concreting, the prepared excavations must be totally free of water and the **Contractor** must have on hand the necessary pumping equipment to maintain the works dry. Standby equipment shall also be on site prior to start of concreting.

27. **CONTRACT PRICE**

- 27.1 Contract price shall include all traveling expenses to and from the site, allowances, living expenses, wages, salaries, overtime, benefits and all compensations to be paid for the **Contractor's** skilled and unskilled workmen, supervisors, clerical staff, watch and ward staff, store-keepers etc. It shall also include insurance carried by the **Contractor** for his workers, workmen's compensation, tools and tackles, plants and aids, third party liability and any other insurance as called for in General & Special Conditions of this contract. As well, the price includes cost of all licenses and permits, cost of procurement, loading, transport and unloading of all his material, tools and tackles, instruments and construction aids to and from the site, cost of providing office, tool room, quarters, canteen workshops and all facilities at site as may be required, cost of supply of all material required under the Contract, applicable taxes (ST, WCT etc.) and duties, performance of all services as required under the Contract and satisfactorily executing the complete work under the Contract. If any fees are to be paid to the statutory authorities for testing, inspection or calibration, these shall be considered by the **Contractor** and included in his pricing and if not so done, the same shall be the **Contractor's** responsibility.

- 27.2 Income Taxes on Contractor's / Sub-Contractor's Staff / Employees: The Contractor's staff, personnel and labour will be liable to pay personal income taxes in respect of such of their salaries, wages and allowances, as may be applicable. The **Contractor** shall ensure that all such taxes are duly paid on time by its personnel and indemnify RAILTEL in this connection.

28. **BREAKDOWN OF UNIT PRICES:**

The **Contractor** may be required to furnish an item wise breakdown of Materials, manpower, consumables, overhead etc. showing quantities and proportional contract prices of the physical units included in the Contract, if so requested by **RAILTEL** for their accounts. In addition **RAILTEL** may request unit prices for works not fully defined in the Contract; but which might be necessary during the execution of the project.

29. **GUARANTEE PERIOD & OBLIGATIONS DURING THAT PERIOD:**

- 29.1 A minimum of twelve (12) calendar months from the date of completion of clearing all deficiencies, unless otherwise agreed in writing by **RAILTEL**, shall be deemed to be the Guarantee Period. The Project Technical Specifications may impose more stringent warranty periods, for specific elements of the project. In such case the latter shall govern. The contract shall not be considered as completed until **RAILTEL** has certified in writing that works have been completed and the Guarantee Period shall commence from the date of such certificate. In case any defects in the system/work due to bad materials, and/or bad workmanship develop before the expiry of the above period, the **Contractor**, on notification by **RAILTEL**, shall rectify or remedy the defects at his own cost, by making his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. Should the **Contractor** propose any substitutions to rectify the problem that deviate from what was initially installed; prior approval from the **RAILTEL** shall be required in writing.

29.2 The retention amount will be returned to the Contractor only after the expiry of this Guarantee period or on provision of Bank Guarantee. In case even on due notification by RAILTEL, the Contractor fails to rectify or remedy the defects, **RAILTEL** shall have the right to get this done by the other agents and recover the cost incurred by deductions from the Security Deposit amount due to the Contractor, incase this cost is within the value of the security amount, and if not, the Contractor shall be liable to pay to **RAILTEL** the balance amount with all attendant costs including interest as may be worked out by RAILTEL.

29.3 The guarantee period shall be extended by the length of time required to make any adjustments, changes or repairs necessary to fulfill the guarantee.

29.4 The **CONTRACTOR** shall obtain similar guarantees from each of his SUB- CONTRACTORS. However, the overall responsibility shall lie with the **Contractor** to provide these to the **RAILTEL** along with full contract documentation during closing out of each site.

30. RELEVANCE OF WORK SCHEDULES

The Work Schedules are intended to direct the progress of work and have no bearing on the payments to be made to the **CONTRACTOR by RAILTEL**, which shall be consistent with the agreed Payment Schedule notwithstanding anything set out elsewhere. The release of funds shall be as in the following clauses.

31. TIME AND ORDER OF COMPLETION AND LIQUIDATED DAMAGES:

31.1 If the Contractor has not started the work with in 7 days from the date of issue of LOA date / LOI date / RAILTEL Schedule / ROW permissions'/ issue of Materials which ever is later, RAILTEL shall be entitled to cancel the LOA / Contract.

31.2 Both the parties agree that in respect of obligations undertaken by each of them under this Agreement, **time is the essence**.

31.3 **Completion time** / period indicated in the LOA / Contract shall be deemed to be of the essence of the Contract. No necessity for an extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the **Contractor**, which, in the opinion of **RAILTEL**, should entitle the **Contractor to** a reasonable extension of time, such extension may be refused or granted, but shall not operate to relieve the **Contractor** of any of his obligations, under the contract.

31.4 If this Contract is delayed at any time in the commencement, or during the progress of the work by any act, delay or neglect of **RAILTEL** or their employees, or by any other **Contractor** engaged by **RAILTEL**, or by changes ordered in the work by **RAILTEL**, or by Force Majeure, the time of completion shall be extended by a reasonable period as may be mutually agreed upon application from the **Contractor** at the time of such special circumstances occurring and not later than 7 days of occurring.

31.5 In the event that provision of Service is delayed beyond the dates specified in the LOA or agreed timelines duly signed by Contractor in kick off meeting, for any reasons attributable to the **Contractor**, then the **Contractor** shall pay to **RAILTEL** liquidated damages for such delay, calculated on the basis of the total price of the LOA value at the rate of **0.5%** per week of delay in completion of Project subjected to a maximum of 10%.

31.6 **PENALTIES:**

- i. **Poor Response:** If the Contractor fails to respond within 24 hrs from the receipt of communication from the Site Engineer, RAILTEL would initiate necessary action and impose penalty up to an amount of Rs.10,000/= (Rs. Ten thousand only) for each case.
- ii. **Non-standard of working practice:** As per Government conditions the Contractor is supposed to use caution boards, DG sets, barricading stands, stone dust etc. If the Contractor is failed to mobilize the above equipment/materials in time, RAILTEL will not allow the Contractor to execute the job further. Any penalties levied by the local/Statutory Authorities on RAILTEL shall be borne by the Contractor, an additional amount of Rs.10,000/= (Rs. Ten thousand only) per day will be charged as penalty for non-mobilizing basic requirements and towards the delay in completion of the job.
- iii. **Public Sensitivity Issues:** If the contractor fails to respond within 12 Hrs for any public sensitivity issue. RAILTEL will take necessary action for rectifying/attending to the grievance of general public, whatever the cost incurred for rectification by RAILTEL, will be deducted from the Contractor. In addition to this an equal amount will be deducted as RAILTEL service charges and or up to a value of Rs.5 Lakh whichever is lower.
- iv. **Poor Performance:** If the Contractor fails to deliver/ fail to follow the schedule of work or time lines as agreed by both the parties. In such cases RAILTEL will terminate the work / contract to that extent, a communication shall be sent to Contractor stating the failures. The balance work shall be allotted to other Contractor and completes the Project. In case of termination the following payment procedure shall be adopted:

While settling the bill, RAILTEL will impose penalty up to 10% of the value of the contract. Further, an amount of 15% of bill value will be retained for one year towards defects liability period. All these charges shall be deducted from pending payments / any and all BG'S / Securities.

- v. **Poor Supervision:** If the Contractor fails to arrange adequate supervisors at Site, RAILTEL will do the supervision and deduct Rs.1,000/= (Rupees One thousand only) per person per shift as supervision charges.

31.7 **RAILTEL shall have absolute right at its sole discretion to encash any / all Bank Guarantee(s) provided by the Contractor, under this or any other Contract(s) with RAILTEL or forfeit Security Deposit in the event of:**

- i. The LOA issued by **RAILTEL** is not executed by the Contractor to the satisfaction of **RAILTEL** within the time specified by **RAILTEL** and or
- ii. The Contractor fails to rectify any / all damages during the course of work even after directions from **RAILTEL** to do so and or
- iii. The Contractor fails to perform his obligations under this Contract and or
- iv. **RAILTEL** is put to loss, damage, what so ever in view of RAILTEL.

and **RAILTEL** shall have right to Cancel the LOA or the Contract besides encashing the BG / s or Earnest Money Deposits whichever is available with **RAILTEL** or may proceed against the **Contractor** for recovery of the said penalty.

32. **Deleted**

33. DELAY AND EXTENSION OF TIME:

33.1 If in the opinion of RAILTEL, the work is delayed for justifiable reasons, **RAILTEL** shall make a fair and reasonable extension of time for completion of the Contract Works. Such justifiable reasons shall include:

- i. force majeure , or
- ii. by reason of proceedings taken or threatened by or disputes with adjoining or neighboring RAILTEL's or public authorities, or
- iii. by the works or delays of other Contractors or Tradesman engaged by RAILTEL ,or
- iv. by reason of "RAILTEL's instructions", as per relevant clause indicated elsewhere in this agreement, or
- v. for delays in RAILTEL supply of basic materials.

33.2 In all cases, the Contractor shall prove how such factors affected the works and to what extent.

33.3 In case of strike or lockout, the **Contractor** shall, as soon as possible, give written notice thereof to RAILTEL, but the **Contractor** shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of **RAILTEL** to proceed with the work. However, extension of the time shall be without prejudice to **RAILTEL** invoking any of the other conditions/stipulations in these General Conditions of the Contract. No extension of time shall be granted for monsoon conditions.

34. SUSPENSION:

34.1 The **Contractor** shall, on the order of RAILTEL, suspend the progress of the works or any part thereof, for such time or times and in such manner as **RAILTEL** may consider necessary and shall during such suspension, properly protect and secure the works so far as necessary in the opinion of the RAILTEL. Such suspension is warranted when:

- i. Provided for in the contract; or
- ii. Necessary for the proper execution of the works, or by reason of weather conditions; or
- iii. Necessary for the safety of the works or any part thereof; or
- iv. Necessary by some default on the part of the **Contractor**.

34.2 The **Contractor** shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by **RAILTEL** for reasons other than aforementioned then **RAILTEL** shall have the right to grant such extension of time of completion of the works as **RAILTEL** may consider proper.

34.3 If the progress of works or any part thereof is suspended on the order of the **RAILTEL** for more than three months at a time, the **Contractor** may serve a written notice on **RAILTEL** requiring a permission within fifteen (15) calendar days from receipt thereof, to proceed with the works or that part in regard to which progress is suspended. If such permission is not granted within that time, the **Contractor** may, but is not bound to, treat the suspension where it affects part only of the works, as a deletion of such part, or where it affects the whole of the works, as an annulment of the Contract by RAILTEL.

34.4 No Idling charges will be paid to the Contractor in case of suspension of work due to local problems/delays, supply of material, issue of drawings etc. from RAILTEL

35. TERMINATION OF CONTRACT BY RAILTEL:

35.1 **RAILTEL** shall be entitled to interrupt and terminate the contract at any time should, in **RAILTEL's** opinion, the cessation of work become necessary, owing to paucity of funds of the **Contractor**, the **Contractor's** apparent inability to perform, or from any other cause whatsoever. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the

Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the **RAILTEL**.

The amounts held in the "hold back" account shall likewise be released, within a reasonable time after making the adjustments if any, payable by the Contractor. Notice in writing from the **RAILTEL** of such termination and the reason thereof shall be conclusive evidence of taking over of works from the Contractor.

35.2 The **Contractor** shall have no claim for any payment or compensation or otherwise howsoever on account of any anticipated profits or advantages which he did not derive from the execution of the work in full.

35.3 **RAILTEL** shall also be entitled to terminate the contract at any time, If in the opinion of **RAILTEL**, the **Contractor** or any person acting through / under him attempts to or does any or all of the following acts.

- a) has obtained the contract by paying or agreeing to pay a consideration/ commission
- b) has obtained the contract as a result of ring tendering.
- c) Offer or give any person in **RAILTEL** any gift or consideration.

35.4 **RAILTEL** may, in its opinion if so warranted, choose to rescind the Contract,

If the **Contractor** -

- a) Becomes bankrupt or insolvent; or is proceeded against for winding up, insolvency or bankruptcy; or for any offences involving moral turpitude, or its accounts are frozen by any statutory body or court order;
- b) Makes an arrangement with or assignment in favour of his creditors, or agrees to carry out the contract under a Committee of inspection of his creditors; or
- c) Being a Company or Corporation, goes into liquidation (other than a voluntary liquidation consented by **RAILTEL** for the purpose of amalgamation or reconstruction); or
- d) Assigns the contract or any part thereof otherwise than as provided in clause "SUB-CONTRACTS" of these conditions; or
- e) Makes substitutions to materials, to designs, or to sequencing of works, without the prior approval of **RAILTEL**; or
- f) Abandons the contract as previously defined; or
- g) Disregards the written instructions of the **RAILTEL**, or contravenes any provision of the contract; or
- h) fails to adhere to the agreed program of work; or
- i) fails to remove materials from the site or to pull down and replace work, after receiving from **RAILTEL**, notice to the effect that the said materials or works have been condemned or rejected, as mentioned elsewhere in these conditions; or
- j) fails to take steps to employ competent or additional staff and labour, as required elsewhere in these conditions; or
- k) fails to afford **RAILTEL** or **RAILTEL**'s Representatives proper facilities for inspecting the works or any part thereof, as required elsewhere in these conditions; or
- l) promises, accepts, offers or gives either himself or through his partners, agents or servants, any bribe, commission, gift or advantage to any officer or employee of **RAILTEL**, or to any person on its or on their behalf, in relation to the execution of this Contract; or
- m) is deemed to have done or omitted to do one or more of the above.
- n) fails to adhere to the agreed quality and specifications.
- o) fails to fulfill any condition under this contract

p) and for any other reasons at the sole discretion of RAILTEL.

35.5 Providing that reason has been established for rescinding, then and in any of the aforementioned cases, **RAILTEL** may serve the **Contractor** with a notice in writing to that effect. If the **Contractor** does not respond within seven (7) calendar days after the delivery to him of such notice, proceed to make good the default, in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid, to the entire satisfaction of **RAILTEL**, then **RAILTEL** shall be entitled, after giving forty eight (48) hours notice in writing, under the hand of the **RAILTEL**, to rescind the contract in whole or in part or parts (as may be specified in such notice) and adopt either or both in the following courses:

- a) Carry out the whole or part of the work from which the **Contractor** has been removed, by the employment of the required labour, equipment and materials. The cost of such works shall include but not be limited to: handling and lifting at site, freight, transport and execution insurance, supervision and all incidental charges.
- b) Measure up the whole or part of the work from which the **Contractor** has been removed and get it completed by another **Contractor**. The manner and method in which such work is completed shall be to the entire discretion of **RAILTEL**, whose decision shall be final.

35.6 In both cases (a) and (b) mentioned above, the **RAILTEL** shall be entitled (1) to appropriate the whole or such portion of the Bank Guarantee's as it may consider fit, and (2) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the **RAILTEL** to the Contractor, had the works been carried out by the Contractor under the terms of the contract, such certificate being final and binding upon the Contractor. However, such recovery shall be made only when the cost incurred by **RAILTEL** is in excess of the Bank Guarantee's forfeited from the Contractor and shall be limited to the amount by which the cost incurred exceeds the Bank Guarantee's thus forfeited.

35.7 The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the **Contractor** by the **RailTel** under this or any other contract or otherwise.

35.8 In such an event as contemplated herein above:

- a) The **Contractor** shall have no claim for 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. The **Contractor** shall not be entitled to be paid any sum for any work thereto actually performed under the contract, unless and until **RAILTEL** 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) **RAILTEL** or the **RAILTEL's** representatives shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of 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 for destruction thereof.

- c) **RAILTEL** shall not be liable to pay the **Contractor** any moneys on account of the contract until the expiry of the period of warranty and thereafter until the final costs of completion, maintenance damages for delay in completion (if any) and all other expenses incurred by **RAILTEL** have been ascertained and the amount thereof certified by **RAILTEL**. The **Contractor** shall then be entitled to receive only such sum or sums (if any) as **RAILTEL** may certify would have been due to him upon due completion by him, after deducting the said amount. If such amount shall exceed the sum which would have been payable to the **Contractor**, then the **Contractor** shall upon demand, pay to **RAILTEL** the amount of such excess and it shall be deemed a debt due by the **Contractor** to the **RAILTEL** and shall be recoverable accordingly.

36 **ASSIGNMENT:**

- 36.1 The agreement shall be binding on and ensure for the benefit of **RAILTEL** and the **Contractor**. The **Contractor** shall not assign or transfer any rights, duties, obligations or benefits conferred under this agreement, to any person without prior consent in writing from **RAILTEL**. Any such assignment, if permitted, shall not relieve the **Contractor** of any of its obligations or liabilities under the Agreement, and if so required by **RAILTEL**, the **Contractor** shall procure that any such assignee shall enter into a deed of warranty in favour of **RAILTEL** in terms, which are satisfactory to **RAILTEL**. However, **RAILTEL** shall without the prior permission of **Contractor**, assign or transfer the benefits or liabilities of the whole or any part of the Agreement.

37 **Deleted**

38 **COMMUNICATIONS TO BE IN WRITING:**

All notices, communications, references and complaints made by the **RAILTEL** or his representative or the **Contractor** inter se concerning the works shall be in writing. Notices, communications, references or complaints not in writing shall not be recognized.

39 **COMPLIANCE WITH STATUTORY LAWS/REGULATIONS:**

- 39.1 The **Contractor** warrants that all goods/systems supplied and work done under the contract shall conform to all applicable City, State and Central laws, ordinances and all relevant statutory regulations. Further, the **Contractor** shall indemnify, keep indemnified and defend and save **RAILTEL** harmless for loss, cost or damage by reason of any actual or alleged violation thereof.
- 39.2 The **Contractor** shall ensure compliance with all relevant statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund Act, Apprentices Act, Contract Labour Regulation and Abolition Act, Child Labour (Prohibition and Regulation) Act, etc., and any / all other applicable statutes and all modifications thereof, in connection with labour/employees engaged by him or his sub-**Contractors** in the work. The **Contractor** shall furnish to **RAILTEL** all necessary documents, challans etc., in respect of payments towards Provident Fund/ Employees State Insurance and under other statutes on periodical basis as required by **RAILTEL**.
- 39.3 **Contractor** must follow all norms and set procedures of Indian Labour Laws and regulations in the execution of the Works. The **Contractor** shall not engage minors/children under minimum age as specified in the applicable Indian Labour Laws.

- 39.4 The **Contractor** shall conform to the provisions of Indian Boiler Regulation, Indian Factory Rules, Indian Electricity Act and any other acts of legislature relating to the work and to the regulations and bylaws of any authority and of any water, lighting and other companies and/or Authorities with whose systems the Project is proposed to be connected and shall, before making any variations from the Drawings or specifications that may be necessitated, give to **RAILTEL** written notice, specifying the variations proposed to be made and the reason for making it apply for instructions thereon.
- 39.5 The **Contractor** shall indemnify **RAILTEL** in respect of all actions, suits, claims and demands brought or made against **RAILTEL** by the workmen of the **Contractor**, or any other person or persons whomsoever, in connection with the works, or in respect of any matter or thing done or omitted to be done by the **Contractor** in the execution of or in connection with the works, notwithstanding that all reasonable and proper precautions may have been taken by Contractor. He shall also indemnify against any loss or damage to **RAILTEL** in consequence of any action or suit or proceedings (civil and/or criminal) being brought against **RAILTEL** for anything done or omitted to be done in connection with the execution of the work. The indemnity given by the **Contractor** as aforesaid shall extend to making good all claims and demands proceedings (civil and /or criminal) arising out of losses/damages to property of every description and kind, the infringement of any legal right, as well as injury or accident to any person resulting in death or otherwise.
- 39.6 The **Contractor** agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act 1948 and the **Contractor** further agrees to defend, indemnify and hold **RAILTEL** harmless from any liability or penalty which may be imposed by the Central, State or Local Authority by reason of any asserted violation by the **Contractor** or sub-**Contractor** of the Employee's State Insurance Act 1948, and also from all claims, suits or proceeding that may be brought against **RAILTEL** arising under, this Contract, whether brought by Central or State Government authority or any political sub-division thereof.
- 39.7 The **Contractor** agrees to file with the Employee's State Insurance Authorities, the declaration form and all forms which may be required in respect of **Contractor's** or sub-**Contractor's** employees, and who are employed in Work provided for under this Contract as required under the said Act. The **Contractor** shall deduct and secure the agreement of the sub-Contractors to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages and affix Employee's contribution cards at wages payment intervals. The **Contractor** shall remit and secure the agreement of sub-Contractor to remit to the concerned Bank, Employee's State Insurance Corporation Account, the employees contribution's required by the said Act.
- 39.8 The **Contractor** agrees to maintain all cards and records as required under the Act in respect of employees and payments and the **Contractor** shall secure the agreement of the sub-Contractor to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to **Contractors** or sub-**Contractors** account. **RAILTEL** shall have all the right to retain such sum as may be deemed fit and necessary from the Contract Price, until the **Contractor** shall have submitted documentary proof relating to payment of all its contributions under Employees State Insurance Act, Provident Fund Act, etc.
- 39.9 The **Contractor** shall maintain and ensure that all their personnel and its sub-Contractor's personnel involved in the Project, where necessary identity cards and shall also maintain/ cost to be maintained by its sub-Contractors all necessary records in respect of its personnel and its sub-

Contractor's personnel as required in Law. The **Contractor** shall be responsible for all expenses that may be incurred in this connection.

- 39.10 Neither the **Contractor** nor the **Contractor's** permitted **sub-Contractors** nor the employees of any of them shall be deemed for any purpose to be employees of **RAILTEL**. Accordingly, neither the **Contractor** nor the **Contractor's** Sub-**Contractor** nor their employees shall be entitled to any of the benefits under any employee benefit plan **RAILTEL** presently has in effect or may hereafter put into effect.
- 39.11 The **Contractor** shall ensure that no employee of the **Contractor** or of any **Sub-Contractor** or Sub-supplier engaged by the **Contractor** is treated in law as an employee of **RAILTEL** and the **Contractor** shall fully indemnify **RAILTEL** in this regard.

40 STATUTES, REGULATIONS AND JURISDICTION:

All matters relating to the Validity, meaning and performance of the contract shall be decided in accordance with the laws and statutes of Republic of India and shall be subject to and be referred to the Courts of Law situated in Hyderabad.

41 CONTRACTOR TO INDEMNIFY RAILTEL

- 41.1 The **Contractor** shall indemnify **RAILTEL** and every member, officer and employee of **RAILTEL**, as also the **RAILTEL's** site **RAILTEL-in-Charge** against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with Damage to Property and all actions, proceedings, claims, demands, costs and expenses which may be made against **RAILTEL** for or in respect of or arising out of any failure by the **Contractor** in the performance of his obligations under the Contract.
- 41.2 **RAILTEL** shall not be liable and cannot be held liable for or in respect of any demand or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the **Contractor** or his sub-**Contractor** and the **Contractor** shall indemnify and keep indemnified **RAILTEL** against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

42 PATENT INDEMNIFICATION

- 42.1 In the event any designs, drawings, plans or diagrams or any of the construction methods or processes furnished/followed by the **Contractor** for the construction of the portion of project or for the operation of the project, constitute infringement of patent or any of the protected rights and use thereof restrained. The **Contractor** shall procure for **RAILTEL** at no cost to the latter, the right to constitute using the same or to the extent it is possible, replace the same with non infringing work approved by **RAILTEL**, or modify them so that they become non-infringing, but such modifications shall otherwise be to the entire satisfaction of **RAILTEL**.
- 42.2 The provisions of this paragraph shall survive the completion, expiration or termination of the Contract.

43 PAYMENT OF CLAIMS AND DAMAGES:

- 43.1 Should **RAILTEL** have to pay any money in respect of any claims or demands whatsoever, as aforesaid , as described herein inclusive of the amount so paid and the costs incurred by **RAILTEL**

in respect of any damage or loss to any property belonging to third party or to any public utility service, shall be charged to and paid by the **Contractor** and he shall not be at liberty to dispute or question the right of **RAILTEL** to make such payments on any ground whatsoever, notwithstanding the same may have been made without his consent or authority, or in law or otherwise to the contrary.

43.2 In every case in which by virtue of the provisions of Section 12, sub-section (I) of Workmen's Compensations Act, 1923 or other applicable provision of Workmen's Compensations Act or any other Act, **RAILTEL** is obliged to pay compensation to workmen employed by the **Contractor** and/or his sub **Contractor's** in execution of Work, **RAILTEL** shall be entitled to recover from the **Contractor** the amount of compensation so paid, and without prejudice to the rights of **RAILTEL** under Section 12, sub-section (2) of the said Act.

43.3 **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 to the **Contractor** whether under this Contract or otherwise. **RAILTEL** shall not be bound to contest any claim made under Section 12, sub-section (1) of the said Act except on 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. **RAILTEL** shall have lien on the amount due to the **Contractor** in respect of any amount that may be claimed by **RAILTEL** and/or payable by the **Contractor** under any of the provisions of the Contract.

44 INSURANCE & RISK

44.1 Third Party Liability Insurance Policy:

The **Contractor** shall take Insurance Policy to cover third party liability (claims arising out of injury and / or property damage) for LOA, value (per event / aggregate limit i.e. 1:1) including cross liability. The validity of this insurance shall be till the completion of Maintenance Period.

44.2 **Workmen's Compensation Policy:**

The **Contractor** shall maintain/cause to be maintained a Workmen's Compensation Insurance Policy in accordance with Workmen's Compensation Act, 1923 or any other applicable statutory requirements from time to time covering all the employees engaged by the **Contractor** (including sub-**Contractor's** employees) in the performance of the contract. The policy availed by the **Contractor** shall incorporate the following endorsement: "**the principal's interest protected**".

44.3 **Additional Clauses**

The policy shall contain a suitable clause whereby **RAILTEL** shall be named as 'co-insured' under the policy. The policy shall contain a suitable clause whereby **RAILTEL** shall be named as the 'loss-payee' under the policy.

44.4 The insurance policies will be effective during the entire duration of the contract. The **Contractor** shall ensure the satisfactory payment of premium and other charges payable under the above policies and shall be responsible for satisfactory and expeditious compliance of all procedures, formalities and other terms and conditions relating to the initiation and maintenance of the policy including any claim there under.

- 44.5 All costs on account of insurance liabilities covered under contract will be on **Contractor's** account and will be included in contract price.
- 44.6 The **Contractor** shall not cancel or terminate or curtail the insurance policies in any manner without the prior express approval of **RAILTEL**.
- 44.7 **Contractor** has to submit Labour License copy issued by the Labour Commissioner-Central, before starting the work.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ABOVE, the following terms are agreed to in addition to those that are set out above.

45 **INDEMNIFICATION:**

- 45.1 The **Contractor** hereby releases and shall indemnify, defend and hold harmless the **RAILTEL** and its subsidiaries and affiliates and their officers, agents, employees, successors and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demand, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of damage to property and injury to or death of persons, whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claim to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the **Contractor**, **sub-Contractors** or of anyone acting under its direction or control on its behalf in connection with or incidental to the performance of this contract.
- 45.2 The **Contractor** shall pay and meet all expenses including legal costs incurred by **RAILTEL** in responding to and defending all such claims and the **Contractor** shall meet and pay all damages awarded against **RAILTEL** and keep **RAILTEL** harmless and indemnified to the fullest extent.
- 45.3 There will not be any claim against **RAILTEL** for any claim not recovered and/or short recovered from the insurance company such amount shall be borne by the **Contractor** himself.
- 45.4 In the event **RAILTEL** is required to pay any royalty, penalty or other sum by whatever name known, to any of its contracting partners or agencies, either on account of time runs or the project not being made operational in full by the **Contractor**, or suffering any other disability, loss, damage or other inconvenience, on account of any delays or lapses in executing the project and rendering it fully operational, for any reasons not attributable directly to **RAILTEL**, the **Contractor** agrees and under takes to indemnify, keep indemnified and save harmless **RAILTEL** from all such costs, damages, expenses, disability, in such manner that at the first instance itself.
- 45.5 **Risk Purchase:**
- 45.5.1 In the event the **Contractor** fails to execute the Work as per agreed productivity / Quality Norms of works issues related to Public sensitivity / safety does not perform as per specification / fails to fulfill his obligations as mentioned elsewhere in this Contract and time lines, **RAILTEL** after giving 7 days notice to the **Contractor** shall have the right to get the balance / defective Work executed / re-executed through any other **Contractor** / sub **Contractor** / agency as **RAILTEL** deems fit and proper at the costs and expenses of the **Contractor**, provided however that if the estimated cost for execution of such work as certified by **RAILTEL's** representative shall be less than the proportionate Contract Price, the benefit there from shall be to **RAILTEL's** account. And if the

same shall be estimated more than the proportionate Contract price, the excess amount incurred by **RAILTEL** in this connection shall be reimbursed by the **Contractor** which may be adjusted by **RAILTEL** against any outstanding dues payable to the **Contractor** under this contract or shall entitled to recover from the **Contractor**. In such an event, **RAILTEL** shall have the right to retain and hold in its custody and possession of all requisite equipment, materials, tackles, machinery etc., belonging to the **Contractor** in connection with the Work, as it deems necessary so as to put them in use. **RAILTEL** shall be at liberty to sell the materials belonging to the **Contractor** if in the opinion of **RAILTEL**, it is necessary to avoid any loss /hardship/ damages that may be incurred by **RAILTEL** on account of the **Contractor's** failure to execute the Work to the satisfaction of **RAILTEL**. However, the Risk Purchase Clause shall be applied if the **Contractor** is behind schedule for more than 40% of the Value of the Work that has been awarded and if the delay is more than 20 % in time Parameters.

46 TIME SCHEDULE:

46.1 Time is the essence of the contract.

Time is the essence of the contract. Following Milestones are suggested for completion of the work in the specified completion period. This may be adhered to:

- D = Day of issue of LOA.
- D + 60 = Supply of items.
- D + 100 = Execution and completion of all works as per Schedule .
- D + 120 = Completion Provisional Acceptance testing, if any.

The **Contractor** shall provide a detail Time Schedule including the key activities related to the implementation of the network described in this Contract. Each site or group of sites should have its own schedule, which is a part of the overall implementation schedule.

46.2 The Time Schedule should include as a minimum information, the following activities:

- a) Issue of LOA
- b) Project kick-off meeting
- c) Detail engineering
- d) Mobilization
- e) Civil Work
- f) Testing
- g) **RAILTEL** Inspection
- h) Certificate of Acceptance

46.3 In addition, the **Contractor** shall identify the project team structure with job responsibilities and description including the quantity of employees in each field of expertise and the quantity of installation teams, he plans to use for this project.

46.4 The **Contractor** has to discuss and sign off in detail the Time schedule & other resource deployment plan with **RAILTEL** and get the **RAILTEL**-in-charge approval before proceeding with the work.

46.5 For each job description, the **Contractor** shall provide the average quantity of years of experience that the individuals have in this particular field of work.

47 INSPECTION, TESTING AND ACCEPTANCE:

- 47.1 After completion of Work , there shall be tested by the **Contractor**. The **Contractor** shall notify **RAILTEL** in writing prior to the commencement of such tests. **RAILTEL** may, at its discretion, be present and witness such tests or waive in writing the performance of these tests in which case such systems shall become accepted, upon putting into Commercial service or, in the absence of written notice of rejection given to the **Contractor** after completion of installation whichever occurs first.

48 WARRANTIES AND REPLACEMENT OF MATERIALS

- 48.1 The **Contractor** assures and guarantees that the cables or all other related materials installed in the project which fall under Contractor scope in terms of the contract will be new, unused when installed and will be free from defects in materials and workmanship and will function substantially in accordance with the applicable technical specification during the warranty period of twelve (12) months from Virtual Completion Date/ Final Acceptance Date.
- 48.2 The **Contractor** undertakes to promptly remedy all defects discovered in the system for the scope of work covered by him within the warranty period and notified to the **Contractor** by either repairing or replacing, at its option, the defective product or its defective part or subassembly or unit at his own cost and expense. Repaired or replaced units and subassemblies shall have a new warranty period of twelve (12) months from date of rectification.

49 STORAGE AT SITE:

- 49.1 The **Contractor** shall be fully responsible for storage of all materials covered in his scope and shall acquire necessary site storage space as may be required, for timely completion of the project. **RAILTEL** will deliver the materials covered in its scope to the **Contractor** at **RAILTEL**'s warehouse point and it will be sole responsibility of the **Contractor** to transport such materials to his designated storage places or sites and safeguard the same against theft, loss or damage whatsoever. No additional cost shall be payable on this account.
- 49.2 Any tax implications including Octroi etc., during the transport within the territory shall be the responsibility of the **Contractor**. During the currency of the contract the **Contractor** shall be responsible for the safe custody of such materials delivered by **RAILTEL** till the final installation and will make good any shortages/damages, which occur during transportation to the site/storage at its cost. The **Contractor** shall also furnish a weekly report of consumption of **RAILTEL** supplied materials to enable **RAILTEL** Logistics to monitor the progress and arrange to supply additional quantity of such materials covered in the scope of **RAILTEL** as and when required.

50 MATERIAL RECONCILIATION:

- 50.1 It shall be the effort of the **Contractors** to reduce wastage at every level.
- 50.2 At the end of the specified work as per LOA, **RAILTEL** would under take a joint reconciliation of all materials issued. The maximum allowable wastage for the various items is indicated below.
- 50.3 Any shortfall would be to the **Contractors** account calculated on the basis of the cost incurred by **RAILTEL** for procuring these items and would be deducted from the final bill.

51. MISCELLANEOUS:

- 51.1 No party shall publish any press release or otherwise publicly disclose the existence of this Contract or any of its Terms and Conditions, without the express prior written consent of the other Party, following advance review by consenting Party of the text of the press release or other public disclosure.

In the event of any changes, amendments, modifications in the provision and other terms and conditions of the **Contractor**, the same shall be executed and implemented by a way of Supplementary document duly signed by both the parties.

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

“Construction of OFC Masonry Buildings 5 Nos. Dhanora, Bodhadi, Bimbari, Bhokar and Pimpalkutti stations in Mudkhed - Pimpalkutty section” as per the schedule of work & specifications given in the Tender Document”

2.0 SPECIFICATION OF WORK

- 2.1 The RailTel reserves the right to reject or alter any part of the work executed by the contractor which in the judgment of RailTel does not comply with the requirements of these specifications. The decision of the RailTel shall be final and conclusive for all purpose.

3.0 RATES

The tenderer are required to quote item wise rate for the Schedule both in figures and words. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.

- 3.1 The offer shall **be inclusive of all taxes / duties** as applicable at present. Proof of payment or declaration that all duties and taxes have been paid for the material being supplied to RailTel/Secunderabad to be enclosed.
- 3.2 Any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence.

4.0 SECURITY DEPOSIT:

- 4.1 On Receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer shall within a period of 15 days deposit an amount equal to **5%** of contract as Security deposit for due fulfillment of the contract.
- 4.2 The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:
- (a) Bank draft
 - (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser.
 - (c) FDR
- 4.3 The Security Deposit will bear no interest.
- 4.4 The Instruments for security deposit should be valid for three months beyond the defects liability period (Warranty / Maintenance period). On successful completion of defect liability period and on certification of concerned RailTel engineer, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

5.0 CONTRACT PERFORMANCE GUARANTEE (PBG)

- i. On receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value**.
- b. The Instruments for Performance Guarantee should be valid for three months beyond the Completion period
- c. Note: A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank
- d. The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 60 days from the date issue of LOA). In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- e. Performance Guarantee shall be released after satisfactory completion of the completion period. On completion of work and issue of final Provisional Acceptance Certificate, the PBG submitted in the form of BG / Demand Draft will be returned / refunded to the contractor after adjustment of any dues payable by the contractor.
- f. Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed by RailTel.
- g. The balance work shall be got done independently by RailTel.
- h. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

6.0 Deduction of Income Tax at source:

Income Tax and any other tax such as work contract tax etc, at the prevailing rates during the period of contract shall be deducted at source on all the payments. The contractor should quote the PAN, Sales & Service Tax Registered number should be mentioned on the bill for arranging payment.

7.0 Eligibility Criteria Technical / Financial:

- 7.1 Technical Capability:** Tenderer must have completed works of similar nature of the job successfully and satisfactorily of values as indicated below:

Tenderer must have completed successfully and satisfactorily at least one similar work costing not less than 35% of the value of tendered work during the preceding three years (i.e. current financial year and three previous financial years) executed for Govt. /PSUs/ Reputed private sector Telecom service providers / Telecom Infrastructure Provider with satisfactory performance report from the client.

7.1.1 Similar Work Defined:

- i) Civil engineering works -building construction works.

7.2 Financial Capability: The total contract amount received by the tenderer during the last three years 2016-17,2017-18 & 2018-19 (i.e. current financial year 2019-20) and three previous financial years) as per current ITCC/Audited balance sheet/turnover certificate should be a minimum of 150% of applied Tender Value of work. Offers not accompanied by ITCC/Audited balance sheet will not be considered.

7.3 Contractor's Engineer:

The Contractor shall constantly keep one competent Engineer who will be responsible for carrying out the works during its progress.

8.0 Workmen, Tools, Plant & Machinery

The contractor shall make his own arrangements for all plant, machinery, equipment and Tools including spare parts, fuel and consumable stores all labour required during execution of work.

9.0 Maintenance Period: Maintenance period is **one year** from the date of completion of the work certified by the concerned RailTel Engineer and issue of Provisional Acceptance Certificate. During this period, the contractor has to make good of any deficiencies arising from defective workmanship/material at free of cost.

10.0 Warranty/Guarantee: Besides other warranty/guarantees required the Contractor shall warranty/guarantee the work in general for **one year**. All required guarantees shall be submitted to the RailTel's Engineer by the Contractor. For all brought out items supplied by the contractor, organized warranty/guarantee certificates from the manufacturer shall be in the name of the employer and handed over to the employer after completion of the works.

11.0 RailTel's Engineer Instructions:

Contractor shall forthwith comply with and duly execute the work true to the instructions issued to him by the RailTel's Engineer or his authorized representative.

12.0 Schedule of Work/Supply: The Schedule of Work/Supply given in the Schedule is provisional and is meant to indicate the intent of the work and to provide a uniform basis for tendering. The Employer reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds. Hence the Contractor is expected to quote his rates keeping this in mind, as no claims of any sort for variations in quantities or deletion of items will be entertained under any circumstances.

Any error in description or in quantity or omission of items from the contract document shall not vitiate this Contract but shall be treated as a variation.

13.0 VISIT: Before tendering, the Contractor shall visit and examine the site and satisfy himself as to the correct dimensions of the work and the facilities for obtaining any special articles and shall obtain generally his own information on all matters affecting the continuation and progress of the works. Further, the Contractor shall be deemed to have examined the existing site details before tendering.

14.0 AGREEMENT

The successful Tenderer shall after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.

15.0 TERMS OF PAYMENT

15.1 On Account Payment: 90% Running accounts payment will be allowed based on the certification and measurements of consultant and RailTel engineer-in-charge for value of the work/services indicated in the Schedule after the works/services are completed to full satisfaction of RailTel

15.2 Final Bill: 5% payment shall be paid after successful completion of work and based on the certification and measurements of consultant and RailTel engineer-in-charge.

15.3 Balance: 5% of contract shall be paid after completion, on the certification of consultant and RailTel engineer-in-charge and issue of PAC.

15.4 Documents to be submitted along with bills:

- a) Delivery challan for supply items.
- b) Warranty certificate for the supplied items as per clause 10 of SCC.

15.5 FINAL SETTLEMENT

On expiry of the maintenance/warranty period, the SD will be released to the contractor after adjustment of any dues payable by the contractor.

15.6 DEDUCTION FROM BILLS

All costs, damages or expenses, which RailTel may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by RailTel from Bills/Invoice of Contractor, as and when it is understood that such an expenses has been incurred or paid for. All such claims of RailTel shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

16.0 TAXES

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 will be credited to the Central Government. Settlement of Income Tax should be made with Income Tax authorities.

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. The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

- 17.0 Provisional Acceptance Certificate:** After completion of provisional acceptance tests and if no problems are noticed during **observation period of 15 days**, Purchaser's Engineer shall issue a Provisional Acceptance Certificate for successful completion of work and connectivity of whole system covering all materials and services included in the Schedule of Works, after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final.
- 18.0 Final Acceptance Certificate:** FAC shall be issued after successful completion of maintenance period/guarantee period of one year from the date of issue of PAC.
- 19.0** Bill passing officer is **GM/O&M/SC** and Bill paying officer is **DGM/Finance**.
- 20.0** PAN / GST Regd.No./ VAT TIN No. should be mentioned on the bill for arranging payment.
- 21.0 TIME OF COMPLETION:**Time is the essence of the contract. Total period of completion is **120 days** from the date of issue of Letter of Acceptance.
- 22.0 SETTLEMENT OF DISPUTE AND ARBITRATION**
- 22.1** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be Secunderabad
- 22.2** All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 22.3** The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.
- 22.4** Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.
- 23.0 QUANTUM OF WORK AND VARIATION IN QUANTITIES**
- 23.1** Quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The Contract value may vary within + / -25% of grand total of schedule of requirements as included in the Letter of Acceptance to tender as per site requirement, 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% variation in the value of contract and shall not be entitled to any claim or any compensation whatsoever.
- 23.2** The quantities quoted in the Schedule are not firm and may be varied..
- 23.3** However, for variation beyond +25% (a) for the first 15% increase in quantity beyond 25% of agreement value; the rates will have a reduction of 2% in the incremental value of the agreement. b) And for the next 10% increase in quantity, the rates will have an additional reduction of 2% in further incremental value of the agreement. In case the execution of quantity is required to exceed +50 % of overall agreement value, the rates shall be negotiated.

23.4 FORCE MAJEURE CLAUSE

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

- 24** All the terms & conditions stipulated are binding on the contractor. In all matters of dispute, the decision of Regional General Manager, Southern Region, Secunderabad shall be final.
- 25** All items required for satisfactory execution of the work contemplated are covered in the schedules. If contractor feels that any item is required for satisfactory completion of the work over and above the schedules, he may quote for the same duly giving necessary justification for the same.

All the works should be carried out as per the instructions of RailTel Engineer-In-Charge at site.

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 PG
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond for on Accounts Payments and Stores Supplied
Form No. 7	:	Bank Guarantee for Mobilization Advance - Deleted
Form No. 8	:	Acknowledgement for receiving materials from RailTel
Form No. 9	:	Extension of period of completion of work on account of contractor
Form No. 10	:	Qualification /Experience
Form No.11	:	Notarized Affidavit (Annexure –A)

FORM –I**OFFER LETTER****Ref: Tender No: RCIL-ETender-19-20-SC-28**

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

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of "Construction of OFC Masonry Buildings 5 Nos. in Mudkhed- Pimpalkutty section in Maharashtra state as per the schedule of work & specifications given in the Tender Document "as detailed in para 1 of preamble for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the within specified period mentioned in the preamble from the date of issue of Letter of Acceptance/PO of the tender. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

2. A sum of Rs.-----/-(Rupees ----- thousand only) is herewith submitted as "Earnest Money" **through IREPS portal with the following transaction details:** -----

3. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready or, b) I/We do not commence the work within 15 days after receipt of orders to that effect.

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

SIGNATURE OF CONTRACTOR (S) Date
 CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

- 1.
- 2.

ACCEPTANCE OF TENDERS

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

1. for and on behalf of
2. RailTel Corporation of India Limited Southern Region, Secunderabad

Date

Form- 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 Data of Commencement

Actual date of Successful Completion

Quality of work : Satisfactory / unsatisfactory
(Please specify)

Name:

Dated:

Designation:

Signature of the User with Company Seal

FORM – 3

AGREEMENT

An agreement made this ---- day of ----- 2019 , between RailTel Corporation of India Ltd, a company incorporated under the companies Act 1956 and having its Regional Office at 2nd Floor, 'B' Block, RailNilayam Building, Secunderabad (here in after referred as RailTel) of the One part; and M/s ----- (Hereinafter referred to as 'contractor') of the other part. Whereas in response to a call for Tender for "Construction of OFC Masonry Buildings 5 Nos. in Mudkhed- Pimpalkutty section as per the schedule of work & specifications given in the Tender Document" as per Tender papers, the Contractor has submitted his offer.

Whereas the Contractor has agreed with RailTel Corporation of India Ltd for carrying out the work of "Cable laying in TNRDC duct tray space/HDD & associated works between Kasturibai Nagar and Siruseri (IT Corridor Expressway)-Chennai as per the Tender document NoRCIL-ETender-19-20-SC-28 for Rs.----- (Rupees ----- only) as per copy of Letter of Acceptance (LOA)/PO of tender issued vide letter No RCIL-ETender-19-20-SC-28 dt. -----, 2019 at accepted rates as contained in the said LOA (Annexure-2 hereto) issued by RailTel with schedule of requirement and terms and conditions.

Now this agreement witnesses that in consideration of the payment to be made by RailTel to the Contractor provided, the Contractor shall execute the work of "Construction of OFC Masonry Buildings 5 Nos. in Mudkhed- Pimpalkutty section as per the schedule of work & specifications given in the Tender Document "or which the said tender of Contractor has been accepted strictly according to the Annexure-1 and 2 hereto and upon such work of "Construction of OFC Masonry Buildings 5 Nos. in Mudkhed- Pimpalkutty section as per the schedule of work & specifications given in the Tender Document" & satisfactory completion of work and performance of the system to the satisfaction of the RailTel, the RailTel shall pay to the Contractor at the rates accepted as per the said Annexure and in terms of conditions contained in Annexure-1 & 2.

Whereas Rs. -----/- towards balance security deposit will be recovered from bills at the rate of 10% of bill amount, M/s ----- submitted ----- dt ----- for Rs.-----/- towards PBG respectively for due fulfillment of the contract.

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

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

The contractor within named in the presence of:

1. Signatures Date Name in Block Capitals Address
2. Signatures

Date

Name in Block Capitals Address in Block Capitals Address

Signed and delivered at _____ for and on behalf of RailTel by Shri _____ {Regional General Manager (Southern Region) or his successor} in the presence of:

1. Signatures Date

Name in Block Capitals

2. Signature Date Name in Block Capitals Address:

Annexure '1': Tender Document.

Annexure '2': copy of Letter of Acceptance/PO

(Signature) _____ Dated: Complete with enclosures

GURANTEE BOND FORMAT FOR PG (Form-4)

(On Stamp Paper of requisite value) (To be used by approved Scheduled Banks)

1. In consideration of the Regional General Manager (Southern Region), RailTel Corporation of India Limited, Secunderabad – 500 071 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of a Letter of Acceptance/PO No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit/performance Guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breached by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We,bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We,Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.
5. We, We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2019 for (Indicate the name of the Bank)**Witness 1. Signature&Name****2. Signature&Name**

FORM – 5

Statement of Deviations**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

- 1.1 Instructions to Tenderers and Conditions of Tendering

Clause

Deviation
(Including Justification)

Remarks

- 1.2 Preamble

Clause

Deviation

Remarks

(Including Justification)

- 1.3 Special conditions of Contract.
Clause Deviation Remarks

(Including Justification)

2. The following are the particulars of deviations from requirement of the technical specifications.
Annexure Clause Deviation Remarks (Including Justification)

Note:

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

FORM – 6**STANDING INDEMNITY BOND**

(For on Account Payments and Stores supplied by RailTel)

(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through RGM/RailTel/Southern Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract “Construction of OFC Masonry Buildings 5 Nos. in Mudkhed- Pimpalkutty section as per the schedule of work & specifications given in the Tender Document” vide letter of Acceptance/PO of Tender NoRCIL-ETender-19-20-SC-28 and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager/Southern Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/RailTel/SR, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____

for and on behalf of M/s _____
(Contractor)

Signature of witness

Name and witness in Block letters

Address

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILTEL

Station: Date:

Sub: Receipt of Material from RailTel

It is hereby acknowledged that the following materials have been received in full and good condition by me on -----at----- for the work under the Agreement no.-----
-----dated-----

Sl. No.

Description of Material

Quantity Remarks (Meter/No.) if any

Witnessed by:

(Signature of Engineer's Representative)

(Signature of Contractor Representative with or Contractor's Designation)

FORM - 9**EXTENSION OF PERIOD OF COMPLETION OF WORK ON CONTRACTOR'S ACCOUNT**

No. Date:

To,

.....

Sub: (i) Name of Work:

(ii) Acceptance Letter No.

(iii) Undertaking / Agreement No.

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

Dear Sir,

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

Expecting that you may be able to complete the work if some time is given the Regional General Manager (Southern Region), RailTel Corporation of India Limited, Secunderabad although not bound to do so, hereby extends the time for completion from to

Please note that an amount equal to 0.5% of the total value of the contract per week or part thereof (rounded off to the nearest whole number) subject to a maximum of 10% of the total contract value of the works as a recovery for delay in the completion of the work after the expiry of (1) will be recovered from as mentioned in para 35 chapter II, section II of the special conditions of contract for the extended period notwithstanding the grant of this extension. You may proceed with the work accordingly.

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

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

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

Yours faithfully, for & on behalf

of RailTel Corporation of India Limited

Note:

1. Give here the stipulated date for completion without any penalty fixed earlier.
2. Here mention the extended date.

FORM - 10**QUALIFICATION / EXPERIENCE**

Details of works executed and under execution during the last 3 financial years and the current financial year should be furnished in the following format.

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

Note: A certificate from the organization, for which the work was executed, should preferably be enclosed to indicate that the contract was satisfactorily performed.

Signature and Seal of the Tenderer

Annexure-A Form-11**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER BID DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer)

I(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

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

