



RAILTEL CORPORATION OF INDIA LIMITED
6th Floor, Gumidelli Towers, Begumpet Airport Road, Hyderabad

ELECTRONIC TENDER DOCUMENT

E-TENDER NO: RAILTEL/SR/DC/OT/2025-26/19
Dt. 10-12-2025

Name of Work:

“Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam”.

Download of Tender document and submission of offer at e-tender portal: <https://railtel.enivida.com>,
<https://www.railtel.in>

Submission of offers

- 1) Submission of offers - Online along with all scanned copies (as per tenderer data sheet).
- 2) Submission of documents as per tender document – Online only (as per tenderer data sheet).
(EMD, Technical & Financial Eligibility Documents, Affidavit, POA and other details submission)



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Sixth Floor, Gumidelli Towers Begumpet Airport Road
Opp Shoppers Stop Begumpet –500016 (TS)

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

E- TENDER NOTICE

Tender Notice No. RAILTEL/SR/DC/OT/2025-26/19

Dt. 10-12-2025

RailTel Corporation of India Ltd., Begumpet, Hyderabad invites e-tenders from established contractors with proven experience for the work of “Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document”.

S.No	Name of the work	Estimated Cost Incl. GST (In Rs)	EMD (In Rs)
1	Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications	19,42,678.84	38,900/-/-

a)	Tender Document available for download / निविदा दस्तावेज डाउनलोड के लिए उपलब्ध	10-12-2025
b)	Last date and time for submission of tender documents & online offers / निविदा दस्तावेज & ऑनलाइन ऑफर जमा करने की अंतिम तिथि और समय	31-12-2025 at 15:00 Hrs.
c)	Opening date and time of tender documents & online offers / निविदा दस्तावेजों और ऑनलाइन ऑफर के खुलने की तिथि और समय	31-12-2025 at 15:30 Hrs.
d)	Validity of offer / ऑफर की वैधता	30 days from the date of opening of tender. निविदा खुलने की तिथि से 30 दिन।
e)	Completion period / समापन अवधि	60 days from the date of issue of LOA / एलओए जारी होने की तारीख से 60 दिन

Earnest Money (EMD) shall be submitted through online in **E-NIVIDA's e-portal**.

निविदा की लागत और बयाना राशि (ईएमडी) ई-निविदा पोर्टल में ऑनलाइन के माध्यम से जमा की जाएगी। Bidders are requested to submit all e-tender related documents / supporting copies along with all necessary formats duly filled at <https://www.railtel.in> <https://railtel.enivida.com> only. No offline bids allowed.

बोलीदाताओं से अनुरोध है कि वे सभी ई-निविदा संबंधी दस्तावेज/समर्थन प्रतियाँ सभी आवश्यक प्रारूपों के साथ विधिवत भरे हुए <https://www.railtel.in> <https://railtel.enivida.com> पर ही जमा करें। कोई ऑफ़लाइन बोली की अनुमति नहीं है।

Eligibility Criteria:

Please refer Para 7 of Special Conditions of Contract at Section II chapter I of tender document.

Note*:

1. Being a works Tender, no exemption (for Tender fee and submission of EMD) is available for MSEs in this Tender. **Hence, tenderers should submit EMD along with bid failing which their bid will not be considered for evaluation and summarily rejected.**
2. 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 / बोलीदाता को बोली तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा

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.railtel.enivida.com>. **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 30 days from the date of opening of the tender. Late/delayed/ incomplete tenders and tender bids without submission of EMD /with insufficient EMD will be summarily rejected.

JGM/DC&TP/SC
RailTel Corporation of India Limited, Begumpet, Hyderabad

INDEX SHEET

SECTION	CHAPTER	SUBJECT
Online	1	E-TENDERING INSTRUCTIONS TO TENDERERS
	2	TENDERER DATA SHEET & BDDERS ORGANIZATION DATA
	3	ELIGIBILITY DOCUMENTS, TECHNICAL & FINANCIAL
I	1	INSTRUCTIONS TO TENDERERS
	2	GENERAL TERMS AND CONDITIONS OF CONTRACT
II	1	SPECIAL CONDITIONS OF CONTRACT
	2	SCHEDULE OF REQUIREMENT
III	1	FORMS

E-TENDERING INSTRUCTIONS TO TENDERERS (ONLINE)

General

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://railtel.enivida.com> E-Procurement system (E-NIVIDA).

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

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage –..... (Single/Two) Envelope': In this, bidder has to submit both Technical and Financial bid in single envelope "ONLINE."

E-NIVIDA Helpdesk

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 9205898228

Mail id: - eprocurement@RailTelindia.com

RailTel Contact-1 (for general Information)

Shri. Sanjeeva Kumar: JGM/DC&TP

Telephone : 9949036346

E-mail ID: sanjeeva@railtelindia.com

RailTel Contact-II (for tender Information)

Shri. A Rama Mohan Rao: Sr.OA/DC/SR

Telephone: +91 97011 14342

E-mail ID: armr@railtelindia.com

2. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on E-NIVIDA Portal.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Packet (Supporting documents & Price Bid in one cover)
4. Online response to Terms & Conditions of Tender.
5. (Optional) Online Submission of modification, substitution bids for technical or financial

parts, or withdrawal bid.

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

2.1 GUIDELINES FOR REGISTRATION

- 2.1.1** Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 2.1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.1.5** Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.1.6** Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
- 2.1.7** The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 2.1.8** After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@RailTelindia.com for activation of account.

2.2 SEARCHING FOR TENDER DOCUMENTS

- 2.2.1** There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 2.2.2** Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 PREPARATION OF BIDS

- 2.3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 2.3.3** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
- 2.3.4** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- 2.3.5** These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

2.4 SUBMISSION OF BIDS

- 2.4.1** Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- 2.4.3** Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.4.4** In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

- 2.4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 2.4.6** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.4.7** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.8** Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 2.4.9** The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. Online Submissions:

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD/UDYAM submission **through E-NIVIDA portal.**
- b) Submission **through E-NIVIDA portal.**
- c) Technical & Financial Eligibility Documents.
- d) Power of attorney to be submitted online. Original copy is needed to be submitted by the successful bidder before issuance of LOA, if requested by RailTel.

4. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ON LINE

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).

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on E-NIVIDA Portal

<https://railtel.enivida.com/>. In addition to submitting the e Tender documents online, they should also submit cost of tender document through E-NIVIDA.

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

6.Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to E-NIVIDA Portal.

7. 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.

* * * * *

SECTION-I**Chapter -1****TENDERER DATA SHEET (BID DATA SHEET)**

Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document
(Tender No: RAILTEL/SR/DC/OT/2025-26/19 dated 10-12-2025)

S No	clause reference	Description	Remarks (Yes/No)	Page no
Cost of Tender & EMD Particulars				
1	Cost of EMD as per NIT/ Preamble	Whether EMD submitted online in E-Nivida portal?		
2	Cost of tender as per NIT / Preamble	Not applicable		
2.1	should not be blacklisted/debarred/banned/ terminated cl.no.1.6 instructions to tenderers	should not be blacklisted/debarred/banned / Terminated by any Central Govt./Union Govt./State Govt./PSU & Declaration to this effect submitted		
Technical Eligibility Criteria				
3	As per Tender Document Clause no. 7.1 section II chapter I for similar work execution of 30%/40%/60% (as the case may be) of tender advertised value	Whether work completion certificate as per Form no 2 has following information.	Uploaded Certificate(s) Yes / No	
(a)		please specify eligibility as per submission of single/ two/three similar works?, Contract Agreement No/ Work /Purchase order No & Date may be mentioned, as the case may be, including summary of eligibility		
(b)		Name and scope of Work executed under single contract /as the case may be agreement(s)		
(c)		Executed / Paid Value of work mentioned or not? If mentioned specify the value for each work		
(d)		Is Value of work executed 1. 3 Similar work each costing not less than 30% of advertised value? or 2. 2 Similar work each costing not less than 40% of advertised value? or 3. 1 Similar work each costing not less than 60% of advertised value?		

(e)		Whether work executed in user form no.2 is similar to the work experience as mentioned in clause no 7.3 instructions to tenderer section II Chapter I of tender document)		
Financial eligibility criteria				
4	As per Tender Document Clause No. 7.2 section II chapter I for turnover of 150% of tender advertised value	Audited Balance sheets along with P&L A/c signed by Chartered accountant for the financial year (2022-23), (2023-24) and (2024-25) and current year (2025-26 certificate from CA certifying gross receipts till date of inviting tender) are enclosed?		
4.1		Whether Copy of PAN, GST Registration certificate & Certificate of Incorporation / Registration of firm submitted?		
Notarized Affidavit				
5	cl.no.7.2.3 section II Chapter I	Whether notarized Affidavit is submitted in Online ?		
5.1		Whether Submission of Affidavit is as per format as enclosed in form no 11 of tender document?		
5.2		Whether the signature of deponent in the affidavit is the same person whose name is mentioned the first sentence of affidavit giving the undertaking?		
5.3		Whether Deponent has signed both affirmation and verification statement of affidavit?		
Power of attorney, constitution of Firm and Memorandum of Association				
6	cl.no.1.3 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?		
7		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?"		

8		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.		
9		In case, regarding partnership firm, is not applicable, whether relevant document regarding Proprietary firm is enclosed?		
10		Whether Constitution of Firm and article of association document enclosed with Offer?		
Signing of Tender document and supporting document in all pages				
11	Cl. no. 1.3 instructions to tenderers section I chapter I of the tender document	Whether Authorised person Digitally 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 All the requisite documents mentioned at cl.no 1.3 instructions to tenderers		
Clause wise compliance and deviation statement				
12		Whether clause wise compliance to the tender condition and statement of deviation Form- No. III enclosed?		
13	Cl. no. 1.2.4.4 instructions to tenderers section I chapter I of the tender document	Only class-I local suppliers will be considered. Declaration to be submitted to this effect		

Note:

1. All scan copies of documents listed above shall be submitted online
2. Copy of experience certificate issued by client along with concerned PO/WO/LOA for technical eligibility and Audited Balance sheet with P&L A/c to be submitted along with online bid to establish credentials
3. The above Tenderer data sheet / Check List is indicative and does not purport to be the entire requirement. Tenderer are advised to go through the entire tender document carefully before submitting their offers.

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	E-mail ID	

Place
Date

(Digital Signature of the Tenderer)

INSTRUCTIONS TO TENDERERS**1.1 NAME OF THE WORK:**

“Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document” as per the schedule of work & specifications given in the Tender Document.

- 1.2 Address to which correspondence and documents relating to the **Contract** should be sent:
RailTel Corporation of India Ltd, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Begumpet, Hyderabad -500016

1.2 TENDERING INSTRUCTIONS:

- 1.2.1 The tender bid shall be submitted **as** below:

The bids to be submitted through E-Nivida e-tender portal only i.e., www.https://railtel.enivida.com

- 1.2.2 Last Date of receipt of tenders in online portal: Up to 15:00 hrs IST on 22-09-2025 and will be opened at 15:30 hrs on same day. If the above said day happens to be a holiday, the tender shall be opened on the next working day at the given time

- 1.2.3 **Offer:** The tenderers are required to quote in online portal **Percentage rate** ‘above/below’ over the total value mentioned in the schedule both in figures and words as indicated in the schedule. If there is any discrepancy in the quoted rates both in figures and words, the rates quoted in words will be taken as final.

1.2.4 EARNEST MONEY

- 1.2.4.1 The tenderer shall submit an amount mentioned as below as earnest money in favor of RailTel Corporation of India Limited, Secunderabad, payable at Hyderabad/Secunderabad through e-Nivida portal online only:

S. No	Name of the work	Estimated Cost Incl.GST (In Rs)	EMD (In Rs)
1	Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document	19,42,678.84	38,900/-/-

No bank guarantee for EMD is accepted. Tenders without earnest money will be summarily rejected*. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract. The tenderers shall hold the offer open till such date as specified in offer letter/NIT. 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

1.2.4.2 The earnest money may be forfeited:

- If a tenderer withdraws its tender during the period of tenders validity specified in NIT (e) and offer letter.
- In the case of successful tenderer, if the tenderer fails to Sign the contract in accordance with clause 2 of Special Conditions of Contract.
- To furnish performance guarantee in accordance with clause 3.1 of Special Conditions of Contract.
- 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.

- e. 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.
- f. 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, the EMD deposited shall be forfeited in respective tenders he has quoted and he will be barred from quoting in RailTel tenders for a period of 5 years.
- g. 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

1.2.4.3 #*Exemption for UDYAM registered firm- Not applicable. Works contracts are not covered under purview of Public Procurement Policy for MSEs order 2012 and instant tender is works contract tender. Hence, exemption is not applicable to MSEs for submission of EMD & **tenderers should submit EMD along with bid failing which their bid will not be considered for evaluation and summarily rejected.**

1.2.4.4 Only class-I local suppliers will be considered. Quantities are not divisible between Class-I and Class-II local suppliers. Declaration to this effect to be submitted by the bidder along with the bid.

1.2.5 SUBMISSION OF OFFERS

1.2.5.1 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.

1.2.5.2 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.**

1.2.5.3 The original documents which have been uploaded on E-Nivida Portal shall be produced for verification when called for as per requirement.

1.2.5.4 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.

1.3 DOCUMENTS TO ACCOMPANY THE OFFER:

The following documents as laid down here under are to be attached with their offer.

- i) Offer letter complete. (Form No.I)
- ii) Schedule of works (i.e., Schedule of Requirements) with rate and total amount duly digitally signed by the tenderer in online portal
- iii) Earnest Money in prescribed form
- iv) Constitution of Firm and Power of Attorney & Certification of Incorporation
- v) Clause wise compliance to tender conditions & statement of deviations
- vi) Any other information desired to be submitted by the tenderer.
- x) Complete tender document duly digitally signed in all pages including above

1.4 GENERAL

1.4.1 All corrections and over-writing must be attested.

- 1.4.2 The Tenderer should read the conditions carefully and also see the schedule of work/supply before submitting the offer.
- 1.4.3 No counter conditions for the clauses laid down will be permitted.
- 1.4.4 The Tenderer must confirm to the specifications/special conditions.
- 1.4.5 Tenderer while quoting , may specifically note the following :-
 - a) The offer shall be inclusive of all taxes / duties as applicable at present.
 - b) Any statutory variation in taxes / duties, shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer must submit the taxes / duties structure considered by him while quoting the rates in a separate sheet including contractor percentage for each line item and it is mandatory.
 - c) Octroi duty / Municipal taxes, if any, shall be borne by the Contractor. RailTel will deduct income tax at source as per rates in vogue.
- 1.5 Tender should be submitted for the entire work. Before quoting, the Tenderer are advised to ascertain the nature of work involved. If required site inspection can be undertaken The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and the tenderer is aware of the full scope of the work to be done and the conditions affecting the execution
- 1.6 The Bidder should not be blacklisted/debarred/banned/Terminated by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid.(Self declaration to be submitted)
- 1.7 In all matters, decision of Executive Director/Regional General Manager (Southern Region), RailTel Corporation of India ltd, Secunderabad, will be final.



SECTION – I Chapter -2

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, Begumpet Hyderabad", 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. 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;

12.2 The rates for quantity variations, substituted items and new items of work will be as per variation clause.

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** authorizing 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 or 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 with in 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. **Poor Supervision:** If the Contractor fails to arrange adequate supervisors at Site, RAILTEL will do the supervision and deduct Rs.1000/= (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 favor 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 employee's 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 contributions 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-**Contractor's** 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 premia 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 be 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 + 20 = Supply of items.
 - D + 40 = Execution and completion of all works as per Schedule.
 - D + 60 = 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) Receiving ROW permissions
- e) Mobilization
- f) Civil Work
- g) Cable Works
- h) OSP inspection
- i) Testing and DEL delivery schedule
- j) **RAILTEL** Inspection
- k) 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 installation at each route, the OSP system thereof 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.
- 47.2 **RAILTEL** will provide the **Contractor** with an inspection and acceptance test schedule for the operation system, which shall be carried out by the **Contractor**. Upon achieving satisfactory results of such tests, **RAILTEL** shall issue a Final Acceptance Test Certificate on the completion of the test in respect of the route concerned.
- 47.3 **MANDRILL:** until the specified mandrill is passed and certified by Engineer in Charge and in case if there is any problem in passing specified mandrill no payment shall be paid to the Contractor for that stretch. Further, after rectification of the duct the Contractor has to pass the mandrill again in all the ducts. The cost of ROW charges/ penalties if any raising out of this will be debited from the Contractor's bill as mentioned in Article 6 of Schedule B.
- 47.4 In the event that the OSP system at the Site concerned does not satisfactorily pass the tests, the **Contractor** shall rectify the defects and the procedure referred to above in this Article shall be repeated as many times as is necessary, in order for testing and Acceptance to be satisfactorily completed.
- 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.

- a) PVC Conduits wastage not greater than 1%.
- b) Cables wastage not greater than 0.5%
- c) Accessories wastage not greater than 1%

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.

SECTION – II

Chapter -I

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

RailTel Corporation of India Ltd., Begumpet, Hyderabad invites sealed tenders from established contractors with proven experience for the work of “Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam 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 Percentage 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/Begumpet Hyderabad 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 total contract value 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.
- 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 & on issue of Final Acceptance Certificate (FAC), 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 (PG/PBG)

- 5.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the total contract value**.
- 5.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 (Thirty) days after issue of LOA and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for two months beyond the completion period.
- 5.3 The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however

not exceeding 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.

- 5.4 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

- 5.3 Performance Guarantee shall be released after satisfactory completion of the work and on issue of PAC.

- 5.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.

- 5.5 The balance work shall be got done independently without risk and cost of the original contractor.

- 5.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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:

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

1.1 Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

or

1.2 Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

or

1.3 One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU, any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by

company in support of above work experience certificate). **Offers not accompanied by user certificates as per Form no 2 to establish technical eligibility, will not be considered.**

7.2 **Financial:**

7.2.1 The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India). Offers not accompanied by supporting documents as mentioned above to establish financial eligibility will not be considered.

7.2.1 **Similar Work Defined as below:**

Civil engineering works like building construction works, Facility room, Renovation of building or similar civil works. Telecom equipment room construction work, Smart rack deployment, edge data center etc

7.2.2 **System of Verification of Tenderer's Credentials:**

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

7.2.3 The Bidder should not be blacklisted/debarred/banned/terminated by any Central Govt./Union Govt./State Govt. / any PSU as on date of submission of the Bid. A self-declaration to this effect to be submitted by the bidder along with the bid

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.F**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 the contract shall be paid after completion, on the certification of concerned consultant and RailTel engineer-in-charge and issue of Provisional Acceptance Certificate (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 defects liability period/ maintenance/warranty period and on issue of Final Acceptance Certificate (FAC), 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 defects liability /maintenance period/guarantee period of one year from the date of issue of PAC.

19.0 Bill passing officer is JGM.SC-DC and Bill paying officer is **DGM/Finance/SR**.

20.0 PAN /GST No. should be mentioned on the bill for arranging payment.

21.0 TIME OF COMPLETION/COMPLETION PERIOD:

Time is the essence of the contract. Total period of completion is **60 days** from the date of issue of Letter of Acceptance.

22 SETTLEMENT OF DISPUTE AND ARBITRATION

22.1 The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance, or defective performance of respective obligation amicably in

accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by CMD, RailTel Corporation of India Limited. The place of arbitration shall be New Delhi and the language used shall be English.

23.0 QUANTUM OF WORK AND VARIATION IN QUANTITIES

- (i) The quantities indicated in Schedule of Requirements are approximate and purport to convey the tenderer an idea of the magnitude of the work. The quantities may vary within + / -25% of grand total of schedule of requirements (contract value) as included in the Letter of Acceptance to tender as per site requirement. The Purchaser reserves the right to increase or decrease by up to 25 % of the of the quantity of goods and services specified in the Schedule of Requirement without any change in unit price of the ordered quantity or other terms and conditions.
- (ii) The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions.
 - (b) Quantity may also vary beyond 25% as per the following –
 - Rates for Quantity variation (i) beyond 25% up to 40% with 2% rebate, (ii) above 40% to 50% with 4% rebate and (iii) beyond 50%, rates will be negotiated by RailTel with Contractor.

23.1 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.

- 25** All the terms & conditions stipulated are binding on the contractor. In all matters of dispute, the decision of Regional General Manager/Executive Director, Southern Region, Begumpet Hyderabad shall be final.
- 26** 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.
- 27 Rate, Taxes & Duties**
 - 1. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

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

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

SECTION – II

Chapter -2

Detailed Schedule of Requirement**Tender no.**

Schedule of work/rates accepted for the work of “Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document”

Sl.no	Description of Items	Unit	Qty	BASE	GST	TOTAL
1	Dismantaling works	Ls	1.00	18400	18%	21712
1.1	Existing wooden and Glass wall partitionsand Doors removing					
	Grid ceiling Removing					
	Existing old Split AC 4 nos removing					
	Existing wall ply panneling removing					
	Existing ply wood Work stations tables removing					
	Existing Electrical wiring and Networking cables removing					
	Site Cleaning and debris removing amd removed material disbursement					
Interior works						
2	Carpet Flooring					
2.1	Carpet Flooring -supplying of carpet of approved make as per specifications, patternrs specified below : GAUGE: 1/12TH, TOTAL HEIGHT: 7-8 MM, PILE WEIGHT: 450 GSM, BACKING: PVC + FIBRE GLASS, YARN/ FIBRE: CAMIFIN PP.	Sft	675	67500	18%	79650
	Installation of Carpet :Laying charges for the carpet flooring with required adhesives	Sft	675	5400	18%	6372
3	Modular Skirting					
3.1	Supply and installation of 50mm height silver anodized modular skirting for carpet area with necessary hardware and beading material.	Rft	210	18480	18%	21806
Partition Works						
4	Glazed Partition works					
4.1	Reinstallation of 12mm thick fully Toughened Glazed partition of saint gobain make with 45mmx25m thick modular anodized profile of silver/black colour as per selection with necessary required I/H profile fixed using the 3M tape. Glass panels to be installed with outmost care and necessary safety precautions to be taken with out damage.	Sft	60.00	17280	18%	20390
	Plywood Partitions					

4.2	Supply and installation of 12mm Thick plywood panelling with necessary aluminium 25mmx50mm size framing 2'x2' and plywood both sides to be cladded on the Aluminium framing and finished with approved shade 1mm laminate. Infill to be 48kg density 50mm thick rock wool insulation wrapped in Tissue paper.	Sft	260.00	118560	18%	139901
	Ply Panelling for TV wall - 25x50mm aluminium square pipes framing and top covering with 12mm ply and laminates selected supply and labour	Sft	180.00	57600	18%	67968
5	Doors					
5.1	Sliding Glass door(3'wx7'ht) with necessary hardware Ozone/Equalling make and handles	Nos	1.00	57600	18%	67968
5.2	Glass Doors 3'wx7'ht (Toughened glass) With Floor spring, H -handles & Hard ware-Ozone/Equalling make	Nos	1.00	15600	18%	18408
6	Work Stations area Raised plywood flooring 8" ht & 16" ht	Sft	180.00	134640	18%	158875
7	Ceiling Works					
7.1	Grid Ceiling - 2'x2' (0.7 NRC with black Silhouette grid system) Providing and fixing Silhouette XL Grid System in true horizontal level false ceiling using hot dipped galvanized steel section, exposed surface chemically cleaned caping pre-finished in baked polyester paint Wall Angle of size 3000x19x19mm used in the periphery of the ceiling fixed to the wall / partition / R.C column / band walls within the help of screws at 600mm C/C. SILHOUETTE REVEAL PROFILE GRID SYSTEM of approved colour Silhouette Main Runner and Cross Tees to have metered ends and birds mouth notches to provide metered cruciform junctions. Main runner suspended at 1200mm C/C by using 2mm dia G.I. wire hanger securely fixed to the structural soffit of RC slab by using 6mm anchor fastener at every 1200mm (max) and 1200mm long cross tee to be interlocked between in Main runner at 600mm C/C (max) to form a grid of 1200 x 600mm. 600mm long cross tee fixed in between 1200mm long cross tee for forming a grid of 600 x 600mm. Finally laying 19/18mm thick (3/4") MICROLOOK EDGE MINERAL FIBER ACOUSTIC CEILING TILES having fire rating of 60 minutes as per BS 476/23 of 1987, Noise Reduction Co-efficient (NRC) of 0.70, Light Reflectance of 83%, Sound Attenuation of 35 dB, Thermal Conductivity K-0.052-0.057 W/make, Weight of 4.16kg/m2 and Humidity Resistance of RH-99%.Rate to include shadow angle between grid ceiling & gypsum ceiling as per details.	sft	750.00	120000	18%	141600

8	POP punning					
8.1	Providing and applying necessary areas 12mm thick or more of plaster of paris to the walls & columns in plumb line & level including scraping & making grooves. After levelling surface to be finished to receive paint/wall paper, etc.	Sft	50.00	2400	18%	2832
9	Storages: Low Height(3') & Full Height Storages (7')					
9.1	Laminate finished Plywood Storages -Pantry Counter/Over Head Storages- Supply and installation of low height /Above storages made up of 18mm thick MR grade plywood and with 600mm deep and finished with approved shade 1mm thick laminate outside and 0.8mm thick laminate inside the storages. The shutters to be made with 18mm thick plywood and beading all around and beading to be finished with edge beading, rate includes with necessary concealed handles, crank hinges ,edge beadings and required hardware etc.,	Sft	145.00	156600	18%	184788
9.2	Glass writing boards: 8mm Toughened frosted glass Supply and Installation with necessary hardware	Sft	50.00	13400	18%	15812
10	Painting works					
10.1	Premier emulsion paint works- Providing & applying of Asian make premier emulsion painting for walls. Shall be applied with oil based primer 1 coat after rubbing with sand paper onto the existing wall surface. Surface to be smoothened using putty as directed. Uneven surfaces to be finished with 2 coats of primer. Surfaces are then sandpapered to achieve a smooth surface and cost to include 2 coats of premier emulsion Paint of approved shade to be applied. The top coat should be 2 coats of 'Superfine' roller matt finish. The colour should be approved by Architect.	Sft	800.00	20480	18%	24166
10.2	3M Fostered Film: Supply and Installation of fostered film on Glass partition as per the selected design for	Sft	50.00	5400	18%	6372
11	Roller Blinds: Block out Roller blinds supply & Installation	Sft	70.00	8400	18%	9912
12	UPVC windows- 2track sliding windows 5'wx3.5' ht-3 no's	Sft	53.00	22048	18%	26017
13	Electrical Works Supply and Installation					
13.1	LIGHT POINT AND SOCKET:					
1	Supply of Light Point Wiring & UPS AC Wiring.Primary light point i.e. one light controlled by one switch or first light in the group in which more than one lights are controlled by one switch. (Wire-KEI/Polycab/RR-Switch's-Legrand)	Nos.	18	58402	18%	68914

2	Secondary light points (Wire-KEI/Polycab/RR-Switch's-Legrand)	Nos.	15			
3	One 6 Amps, 5 pin switched socket outlet controlled by One 6 Amps switch.(Wire-KEI/Polycab/RR-Switch's & Sockets-Legrand)	Nos.	27			
4	A set of 2 Nos. 6 A switched socket outlets in a box for UPS SUPPLY, wiring including providing & fixing 2 nos. 2/3 pin 6 A switches & socket outlets.(Wire-KEI/Polycab/RR-Switch's & Sockets-Legrand)	Sets	27			
5	One 16 Amps, 5 pin switched socket outlet controlled by One 16 Amps switch.(Wire-KEI/Polycab/RR-Switch's & Sockets-Legrand)	Nos.	6			
13.2	Conduiting :Supplying and installation of following sizes of heavy duty PVC conduit in recess/ on surface including all accessories, saddles, M.S. junction/ pull boxes, G.I. fish wire, fixing hardware etc including chasing the wall/floor and plastering the chased po					
1	25 mm dia for Data, Telephone & AC Wiring. Make Sudhakar	RM	500	25854	18%	30508
2	40 mm dia for Data, Power Make Sudhakar	RM	70			
13.3	Wire Installation:					
1	Erection of following sizes of PVC insulated stranded copper conductor wires of 1100 Volts grade in existing conduit, pipe including connection/termination etc as required.Laying 3x1.5 sq mm for Lighting Circuit (Make KEI/Polycab/RR)	RM	300	18064	18%	21316
2	Laying 3 Core 1.5 Sqmm Copper Flexible Cable for UPS Circuit Make KEI/Polycab/ RR	RM	350			
3	Laying 3 Core 1.5 Sqmm Copper Flexible Cable for Raw Power Circuit Make KEI/Polycab/ RR	RM	240			
4	2x4+1x2.5 sq mm for AC & 16 A Power Socket (Make KEI/Polycab/RR)	RM	200			
5	16Sq mm copper cable for dedicated earthing (Make KEI/Polycab/RR)	RM	30			
13.4	Wiring Supply					
1	Supply and drawing of following sizes of PVC insulated stranded copper conductor wires of 1100 Volts grade in existing conduit, pipe including connection/termination etc as required.	RM	190	73600	18%	86848
2	Supply 3 Core 1.5 sq mm for Lighting Circuit (Make KEI/Polycab/RR)	RM	300			

3	Supply 3 Core 1.5 Sqmm Copper Flexible Cable for UPS Circuit Make KEI/Polycab/ RR	RM	350			
4	Supply & 3 Core 1.5 Sqmm Copper Flexible Cable for Raw Power Circuit Make KEI/Polycab/ RR	RM	240			
5	2x4+1x2.5 sq mm for AC & 16 A Power Socket (Make KEI/Polycab/RR)	RM	200			
6	16Sq mm copper cable for dedicated earthing (Make KEI/Polycab/RR)	RM	30			
13.5	LIGHTING FIXTURES :					
1	Supply, assembling, installation, testing & commissioning of following type of light fixtures and fans. All fluorescent fixtures shall be provided with power factor improvement capacitors & lamps and installation arrangement using proper support etc. comp2'x2' (600x600) Indoor commercial recessed modular mounted direct/indirect liminaire with 3D louvres on side and satin diffuser in centre provide indirect glare free light distribution combination of 3D and satin louvre give uniform light output, suitable for T16 lamps 4x14W HF ballast THD<10% Housing madeup on sheet steel & housing pre-treatment with hot dip phosphating for longer service life with Epoxy polyester powder coated. Make: Wipro	Nos.	12	25520	18%	30114
2	False ceiling Recess mounted circular LED 15W down lighters without glass cover and with HF electronic ballast:Make: Wipro	Nos.	20			
13.6	DISTRIBUTION BOARD:					
1	Supply, installation, testing and commissioning only of 8 way three phase MCB DB D/D (ETPN) UPS DB comprising of: Incoming: 1 No - 40 Amps TP MCB - C curve 10kA Outgoings: 18 Nos - 6 Amps SP MCB - C curve All mounted on a suitable sheet steel box complete with interconnections, neutral bar and earthing termination with suitable terminal arrangement to be provided to receive incoming and outgoing cables	Nos	1	28000	18%	33040

2	Supply, installation, testing and commissioning only of 12 way three phase MCB DB D/D (ETPN) Lighting DB comprising of: Incoming: 1 No - 63 Amps TP MCB - C curve 10kA Outgoings: 36 Nos - 6 Amps SP MCB - C curve All mounted on a suitable sheet steel box complete with interconnections, neutral bar and earthing termination with suitable terminal arrangement to be provided to receive incoming and outgoing cables	Nos	1			
14	Networking- Supply of Cat 6 U/ UTP					
14.1	Supply Of Cat6 4 Pair , 23 AWG, Cat 6 Cable CommScope	Boxes	9	59040	18%	69667
14.2	Supply Of Cat6 24Port Jack Panel loaded-CommScope	Nos	3	3600	18%	4248
14.3	Supply Of Cat6 Information Outlet CommScope	Nos	120	18240	18%	21523
14.4	Supply Of CommScope Net connect 2 m Cat6 Patch Cable	Nos	120	18240	18%	21523
14.5	Supply Of Dual Port Faceplate comScore	Nos	24	1190	18%	1405
14.6	Supply Of D-LINK 12U 550W 450D Wall Mount Steel Enclosure, Grey	Nos	1	6000	18%	7080
14.7	Supply Of Server /IT Rack mount power distribution unit, 1Ph, 230V, 16A, 50/60Hz, 2U standard with 6 X Indian Round Pin 5/15A, Inlet Plug type 16A Indian Round Pin, 16A MCB - PDU Rating 3.6KVA/Side feed-1.5Mt/ Black	Nos	1	1000	18%	1180
14.8	Supply Of High Density Vertical Cable Organiser 1U	Nos	4	1440	18%	1699
15	Installation of Cat 6 U/ UTP			0		
15.1	Laying of 4 Pair , 23 AWG, Cat 6 U/ UTP Cable,	mts	2745	21960	18%	25913
15.2	Installation of Rack Dressing Cat6 24Port Jack Panel	Nos	3	1200	18%	1416
15.3	Installation of information outlet User side	Nos	120	12480	18%	14726
15.4	End To end Feruling Tube	Nos	120	864	18%	1020
15.5	Installation Of single Port Faceplate -	Nos	24	768	18%	906
15.6	Project Management charges,& transport charges,	Nos	1	2400	18%	2832
15.7	End To end Testing, Labelling & Fluke test (PDF Report) (As per the Fluke Test port count above charges will apply)	Nos	60	4400	18%	5192
16	Modular Furniture-Featherlite Make					
16.1	LINEAR WORKSTATION SIZE - 900 L X 600 D X 1050 HT SYSTEM: COLORS SERIES DESCRIPTION: Table top : 25mm thick prelaminated particle board ,all the exposed edges finished with 2mm	Nos	20.00	156800	18%	185024

	edge lipping Main Screens: 8mm thick Coloured Glass Screen mounted on MS Powder coated studs, Size 750 L x 300 Ht Under Structure: MS Powder Coated Colours Legs and Supporting on MS Powder Coated Cross beams (40X20). Modesty: 12/18mm thick Modesty panel at Passage Side of 450mm height which ever required. Wire management : 2 Level MS raceways 250mm Ht x 70mm thick with PLB Facial provided below table top on main spine for power & data cable management. Vertical Cover is provided to run through floor to raceways. 65mm Dia Grommet cut out with ABS Cap					
16.2	* Amaze Project Medium Back Mesh Chair * AN 70 Mesh * Self Calibrating Multilock Mechanism * Adjustable Lumbar Support * One Way Adjustable Arms (Height) * Nylon Base * Fabric Upholstered Cushion Seat AMAZE Project MB ML ADJ ARMS	Nos	20.00	137488	18%	162236
17	HVAC Works					
17.1	Supply of 2T Carrier make 3* Invertor High wall units with Outdoor unit, testing and commissioning ; Model24K XPERT EDGE FXI C	Nos	3.00	87600	18%	103368
17.2	Installation of Split units, Wall munt frame, Extra copper pipes, drain pipes and 2.5 Sqmmx4core power cable etc.	Nos	3.00	14400	18%	16992
18	Cleaning works: Debris removing final cleaning works etc miscellaneous works			8000	18%	9440
	Total Amount					19,42,678.84

SOR given at E-NIVIDA to be given your offer (online only)

Sr.No	Name of Component	Qty. in Nos.	Price	Total Cost including Taxes
1	As per Detailed Schedule of Requirement given vide Section II, Chapter-I	LS	19,42,678.84	19,42,678.84
	Contractor's quoted percentage Below/At Par/Above			Shall be filled online in E-NIVIDA portal only
	Grand Total Amount after contractor quoted percentage			

Note:

1. 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, each SOR item applicable the same percentage quoted by the contractor for concluding base rates

SECTION – III

Chapter -I

Forms**Form - I****OFFER LETTER**

To
 RailTel Corporation of India Limited,
 1-10-39 to 44,6A,6th Floor, Gumidelli Towers
 Begumpet Airport Road,Opp Shopper Shop,Begumpet
 Hyderabad-500016.

Ref: Tender no RAILTEL/SR/DC/OT/2025-26/19 dt 10-12-2025

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **30 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 execute the work of **“Renovation/modification (Civil works) and Space re-allocation for the Finance Rooms at Rail Nilayam as per the schedule of work & specifications given in the Tender Document”** as per the Schedule of work and specifications given in this Tender Document” at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within the 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 RailTel for the present contract.

2. A sum of Rs. -----/- (Rupees ----- only) is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

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

SIGNATURE OF TENDERER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

Form- II

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

PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited: 6th Floor, Gumidelli Towers, Begumpet Airport Road, Begumpet, Hyderabad -500016 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement/LOA/PO No. dated made between and for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at ----(indicate detail address of local Branch with code no.)**do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment. 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.

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.

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at (indicate detailed address of local Branch with code no.).The branch at New Delhi is being advised accordingly.
 (indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2026
 for
 (Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

~~FORCED~~
 RAILTEL

PROFORMA FOR STATEMENT OF DEVIATIONS

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

Clause	Deviation	Remarks (including justification)
--------	-----------	--------------------------------------

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

Clause	Deviation	Remarks (Including justification)
--------	-----------	--------------------------------------

Signature and seal of the Tenderer

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

Annexure-A

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/ online portal <https://www.railtel.enivida.com>. 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