



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र,
19वीं मंजिल, ऑरोरा वाटरफ्रंट, बिल्डिंग, प्लॉट नंबर
34/1, ब्लॉक - जीएन, सेक्टर V, साल्ट लेक, कोलकाता-700091
CIN: L64202DL2000GOI107905
रेलटेल ई-निविदा पोर्टल: <https://railtel.enivida.com>
रेलटेल वेबसाइट: <https://www.railtel.in>

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,
19th Floor, Aurora Waterfront Building, Plot No. 34/1,
Block – GN, Sector-V, Salt Lake, Kolkata-700091
(CIN: L64202DL2000GOI107905)
RailTel E-Nivida Portal: <https://railtel.enivida.com>
RailTel website: <https://www.railtel.in>

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र, प्रादेशिक कार्यालय, पटना की दूसरी
मंजिल पर नवीनीकरण, संशोधन और आंतरिक कार्य”

के काम के लिए
निविदा दस्तावेज़ (एकल पैकेट प्रणाली)

TENDER DOCUMENT (Single Packet System)

for the work of

“Renovation, modification, and interior work at the 2nd floor of RailTel
Corporation of India Limited, Eastern Region, Territory Office, Patna”

खुली-e-निविदा संख्या (Open e- Tender No.): RailTel/Tender/OT/ER/HQ/2026-27/1598,
Dt. 14.05.2026

खुलने की तिथि (Date of opening): 04.06.2026

निविदा दस्तावेज़ की लागत (Cost of Tender Document): Rs. 590/-

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रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम) पूर्वी क्षेत्र

RailTel Corporation of India Ltd.

(A Govt. of India Enterprise) Eastern Region

19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN,
Sector - V, Salt Lake City, Kolkata - 700091

Tender Notice

Tender Notice No. RailTel/Tender/OT/ER/HQ/2026-27/1598,

Dt. 14.05.2026

RailTel's Website: <https://www.railtel.in>
RailTel eNivida Portal: www.railtel.enivida.com

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र “रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र, प्रादेशिक कार्यालय, पटना की दूसरी मंजिल पर नवीनीकरण, संशोधन और आंतरिक कार्य” के काम के लिए एकल पैकेट एकल चरण प्रणाली में खुली ई-बोली आमंत्रित करता है।/

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open e-Bids in single packets single stage system for the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna”.

विवरण इस प्रकार है:

The details are as under:

a)	ई-निविदा दस्तावेज़ डाउनलोड करने की अंतिम तिथि Closing Date for downloading the e-Tender document	04.06.2026
b)	ई-बोलियां जमा करने की अंतिम तिथि Closing date for Submission of e-Bids	04.06.2026 up to 14:00 hrs.
c)	ई-बोलियां खोलने की तिथि Date of opening of e-Bids	04.06.2026 at 14.30 hrs. (Online)
d)	प्रस्तावों की वैधता Validity of offer	निविदा खुलने की तिथि से 60 (साठ) दिन 60 (sixty) days from date of opening of tender
e)	कार्य पूर्ण करने की अवधि Completion period of the work	स्वीकृति पत्र जारी होने की तारीख से 30 तीस) दिन 30 (Thirty) days from the date of issue of Letter of Acceptance.
f)	विज्ञापित निविदा मूल्य (जीएसटी सहित) Advertised Tender value (Incl. GST)	Rs. 22,27,455.00
g)	बयाना राशि Earnest Money Deposit	Rs. 45,000.00
h)	निविदा दस्तावेज़ की लागत Cost of Tender Document	Rs. 590.00

नोट: निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे <https://www.railtel.in> या ई-निविदा पोर्टल <https://railtel.enivida.com/> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://railtel.enivida.com/> से निविदा दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल इसी ई-निविदा पोर्टल पर पोस्ट किए जाएंगे।

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from e-tendering portal <https://railtel.enivida.com/>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from the portal <https://railtel.enivida.com/>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-tendering portal only.

टिप्पणी:

1. एक कार्य निविदा होने के नाते, इस निविदा में एमएसई के लिए कोई छूट (निविदा शुल्क और ईएमडी जमा करने के लिए) उपलब्ध नहीं है। इसलिए, निविदाकारों को बोली के साथ ईएमडी जमा करना चाहिए, अन्यथा उनकी बोली पर मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा
2. केवल प्रथम श्रेणी के स्थानीय आपूर्तिकर्ताओं पर ही विचार किया जाएगा। मात्राएं क्लास-I और क्लास-II स्थानीय आपूर्तिकर्ताओं के बीच विभाज्य नहीं हैं।

Note:

1. Being a works Tender, no exemption (for Tender document cost 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. Only class-I local suppliers will be considered. Quantities are not divisible between Class-I and Class-II local suppliers.

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए क्रेता किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा।

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.

पात्रता मापदंड/ Eligibility Criteria:

निविदा दस्तावेज के खंड 3.15 खंड-II, अध्याय-3 के अनुसार।

As per clause 3.15 Section-II, Chapter-3 of Tender document.

प्रस्ताव की वैधता:/ Validity of offer:

निविदा प्रस्तावों को निविदा खोलने की तिथि से 60 दिनों की अवधि के लिए स्वीकृति के लिए वैध माना जाता है। अपूर्ण निविदाएं और अपर्याप्त ईएमडी वाली निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।/
The tender offers are deemed to be valid for acceptance for a period of 60 days from the date of opening of the tender. Incomplete tenders and tenders with insufficient EMD will be summarily rejected.

इस निविदा के संबंध में बयाना राशि जमा (ईएमडी) और निविदा दस्तावेज लागत (टीडीसी) का भुगतान रेलटेल ईनिविदा पोर्टल के माध्यम से स्वीकार किया जाएगा।/
Payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of this tendering, will be accepted through RailTel ENivida portal.

सहायक महाप्रबंधक/निविदा
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र/कोलकाता के लिए
Asstt. General Manager/Tender
for RailTel Corporation of India Ltd, Eastern Region/ Kolkata

प्रतिलिपि: कोलकाता में क्षेत्रीय कार्यालय और रेलटेल प्रादेशिक कार्यालय, पटना में नोटिस बोर्ड।/
Copy to: Notice board at RO office & RailTel Territory office Patna

CHECK LIST (FOR ENSURING VALIDITY OF OFFER):

S.N.	Description	Submitted/Not submitted
1.	Proof of submission of EMD as per NIT/ Preamble: Mandatory	
2.	Proof of submission of cost of tender document as per NIT/ Preamble: Mandatory	
3.	Required documents against Technical Eligibility Criteria as per cl.no. 3.15 section II chapter-3: Mandatory	
4.	Required documents against Financial Eligibility Criteria as per cl.no. 3.15 section II chapter-3: Mandatory	
5	Notarized Affidavit and as per clause no.3.16 (ii) section II Chapter-3. (Annexure-A, Form No.1): Mandatory	
6	Submission of Power of Attorney in Rs. 100/- non-judicial stamp paper: Mandatory	
7.	Clause wise compliance and deviation statement to the tender condition and statement of deviation as per Form- No. 5, Section-II Chapter -7: Mandatory	
8.	Price Bid submission: This is a percentage bidding system tender wherein the estimated unit prices of each item of the schedule is given including the quantity of each item of the schedule and the total value of the schedule. The bidder is required to quote the percentage above (+) / below (-)/at par of the total estimated value spelt out in the <u>schedule of work in the price bid</u> : Mandatory	
9.	Copy of PAN card, GSTIN Registration certificate.	
10.	Audited balance sheet for last Three financial years & current year- certificate from CA certifying gross receipts till date of inviting tender: Mandatory	
11.	Proposed Progress Chart	
12.	Constitution of Firm	
13.	User Certificate (Form No.2)	
14.	Similar work executed or under execution (Form No.12)	
15.	Non-blacklist declaration as per clause 3.23 of Chapter-3	
16.	Class-I local supplier declaration as per clause 3.24 of Chapter-3	
17.	Any Other Information desired to be submitted by the Tenderer	
18.	List of Personnel/Manpower	

Note:

1. The above Check List is indicative and does not purport to be the entire requirement. Tenderers are advised to go through the entire tender document carefully before submitting their offers.
2. All the scan copies of the documents listed above shall be submitted online.
3. Original documents listed at Srl. No. 5 & 6 is to be submitted offline before due date of tender opening to the tendering authority.

SECTION – I
OFFER LETTER

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2026-27/1598, Dt. 14.05.2026

To,
Principal Executive Director, (Eastern Region),
RailTel Corporation of India Limited.,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block - GN, Sector V, Salt Lake, Kolkata – 700091

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna” at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the within specified period mentioned in the preamble from the date of issue of Letter of Acceptance/PO of the tender.

2. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the work according to the Specifications for materials and works laid down by the RailTel for the present contract.

3. A sum of Rs. -----/(Rupees-----only) is herewith submitted as “Earnest Money through RailTel eNivida portal with transaction id/Ref. No. _____

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

a) I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready or,

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

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

SIGNATURE OF CONTRACTOR (S)
CONTRACTOR (S) ADDRESS

Date

SIGNATURE OF WITNESS 1.
2.

ACCEPTANCE OF TENDERS:

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

For and on behalf of RailTel Corporation of India Limited Eastern Region, Kolkata

WITNESS 1.
2.
Date

SECTION – I

e-Tendering Instructions

1. This tender is processed as E-Tender

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

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

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

3. Tender Bidding Methodology:

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

RailTel e-Nivida Helpdesk

Please visit Helpdesk section on RailTel eNivida Portal.

RailTel's Contact Person & Designation

Shri Pooran Singh

Asstt.GM/ Tender

Telephone/Mobile: 033-44009951/9007044140

E-Mail Id: pooransingh@railtelindia.com

Shri P D James

Sr. Manager/Tender,

Telephone/Mobile No. 033-44009950/ 9007044114

Email id: pdjames@railtelindia.com

The entire bid-submission would be online on RailTel eNivida Portal.

4. Broad outline of submissions are as follows:

- I. Submission of EMD through RailTel eNivida portal
- II. Submission of digitally signed copy of Tender Documents/Addenda
- III. Tender to be submit in Single packet system
- IV. Online response to Terms & Conditions of Tender.

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

5. Offline Submission:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Principal Executive Director, RailTel Corporation of India Limited, Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata - 700091 before due date & time of opening of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- a) **Power of attorney** in favour of the signatory duly authorizing the signatory shall be submitted to the tendering authority before the due date and time of submission of the Tender.
- b) **Notarized Affidavit** in original to be submitted as per clause No. 3.16 (ii) instructions to tenderers section II chapter 3.

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

Cost of tender document shall be submitted through payment gateway of RailTel e-Nivida portal

c) 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.

d) Supporting documents towards eligibility criteria i.e. technical and financial & others as per cl.no.6 below

6. Submission of Eligibility Criteria related documents
Eligibility criteria related documents viz. Technical & Financial Credential certificates and other documents as applicable shall also be scanned and submitted ONLINE.

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, 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).

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

7. Instructions for Tender Document TO THE BIDDERS The RailTel Tenders are published on <https://www.railtel.in> and on RailTel e-Nivida Portal <https://railtel.enivida.com>.
NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RailTel eNivida portal, and this should be done well before the deadline for bid-submission.
8. Submission of Offers and Filling of Tender:
This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to RailTel e-Nivida Portal.
9. Fax Quotations & Late Tenders: Fax Tender documents and Late/Delayed tenders would not be considered.
10. Attendance of Representatives for Tender Opening: Representatives of bidders desirous to attend the tender opening can do so, on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.
11. Addenda / Corrigenda: Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms

and conditions or in the design. Such addendum/corrigendum shall be available on RailTel e-Nivida Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

12. Ambiguity/ Pre- Bid Clarification Requests:
If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined above. All clarification shall be responded through email.
13. Bid submission and Opening date
- 13.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).
- 13.2 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.
- 13.3 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.
14. Other Instructions
For further instructions, the vendor should visit the home-page of the portal (<https://railtel.enivida.com>) and go to the User-Guidance Center.
15. Additional Instructions: Please note
For E-Tendering bids /information by bidders is to be submitted "Online" on RailTel e-Nivida e-Procurement Portal. Any document / information pertaining to this chapter will have to be submitted by the bidder online. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents. All columns should be filled and blank columns if any should be marked as NIL. Please read the Schedule of Requirements, Instructions to the tenderers, General and Special Conditions including Technical Specifications before filling up the Tender Form carefully.

SECTION – I
Chapter - 1
Preamble

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2026-27/1598

Dt. 14.05.2026

- 1. Name of work:** “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna”

Address of location: RailTel Corporation of India Limited, Telecom Hub/Patna, Near RRI Building, Karbigahia, End of Patna Jn., Near Central Super Specialty Hospital, Patna – 800001, Bihar.

Srl. No.	Tender No.	Name of the Work	Estimated cost (Incl. GST) (Rs.)	EMD (Rs.)
1	RailTel/Tender/OT /ER/HQ/2026-27/ 1598 Dt. 14.05.2026	Renovation, modification, and interior work at the 2 nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna	22,27,455.00	45,000.00

1.2 Scope of work:

- 1.2.1 Supply of material required for the work as per the drawing and specification.
- 1.2.2 Execution of work as per drawing and specification.
- 1.2.3 Testing of Electrical & Datacom wiring commissioning of Electrical equipments, in-coordination with Railway / RailTel and other agencies.
- 1.2.4 Fabrication of UPVC Windows, doors, Glass door, Granite stone work, False ceiling, Partitioning, providing work station, Storage cabinet, Painting, providing Commode & cistern, Alteration work in kitchen & Bathroom, Power cable supply and laying, Iron Grill work.
- 1.2.5 Disposal of debris as per rules and regulations of local administration.
- 1.3 Tender documents shall be submitted online through RailTel e-Nivida portal Awarding or not awarding is at the sole discretion of the RailTel Corporation of India Ltd.
- 1.4 The tenderers are required to quote % (percentage) below/above/at par for the complete work.
- 1.5 Cost of Tender document: Cost of tender document as indicated in the Tender Notice to be submitted in the through RailTel e-Nivida portal only.
- 1.6 Qualifying Criteria for participating in the tender, the contractor shall be required to meet the eligibility requirements as given in clause 3.15. of Chapter-3 of Section-II (Instructions to Tenderers and Conditions of Tendering) of the tender document.
- 1.7 Last date of Submission: The tender shall be submitted online up to 14:00 hrs. of 04.06.2026.
- 1.8 Date of Opening of Tender: The tender will be opened at 14.30 hrs. 04.06.2026 at the office of RailTel Corporation of India Ltd. at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata - 700091.
- 1.9 Completion Period of Work: The work should be completed within 30 days from the date of issue of Letter of Acceptance.
- 1.10 Address to which correspondence and documents relating to the Contract should be sent: Sr.

Asstt. General Manager/Tender, RailTel Corporation of India Ltd, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata - 700091.

- 1.11 Earnest Money: Tenderer shall deposit Earnest Money as detailed in a manner prescribed in clause –3.5, Chapter -3, Section II.
- 1.12 Security Deposit: @5% of contract value including GST will be deducted from contractor's on account bills towards Security Deposit for due fulfillment of contract.
- 1.13 PBG: On receipt of Letter of Acceptance of Tender from the RailTel, the successful tenderer shall, within a period of 30 days, deposit in favour of RailTel Corporation of India Limited, Kolkata an amount in terms of clause-5.3 of Special Conditions of Contract (Section II Chapter 5) towards Performance Bank Guarantee for due fulfillment of contract.
- 1.14 Specifications: Reference of specifications of the important equipments and materials required for execution of the contract is given in the SOR, Technical Specification (Section III chapter - 8 of the tender document). The work shall be executed in compliance with all the technical requirements given therein.
- 1.15 Schedule of Requirement: The various items to be supplied and works/services to be provided by the tenderer are indicated in Schedule of Requirement as enclosed in Section I Chapter -2 The tenderer is advised to quote for all the items. The make and model of all the equipment proposed to be supplied must be indicated by the tenderer/s in the Schedule of Requirement.
- 1.16 Electrical wiring drawings, Datacom cable plan: shall be submitted after completion of testing and commissioning of the work as per specification (section III chapter -8)
- 1.17 Materials to be supplied by RailTel: No material will be supplied by RailTel.

Note: The successful tenderer has to make his own arrangements to supply all other material at site (i.e. Telecom Hub/Patna, Near RRI Building, Karbigahia, End of Patna Jn., Near Central Super Specialty Hospital, Patna – 800001). Rate shall include transportation charges, loading, unloading stacking security of the material at site.

- 1.18 Materials to be supplied by Contractor: Contractor shall be arrange/supply the material required for execution of the work. All materials covered under the Schedule of Requirement and those required to achieve the end objective as required are to be supplied by the contractor.
- 1.19 As a good tender practice, the tenderer is expected to submit giving all the information in the relevant forms attached as Annexure to this document and suitably numbering each page of the bid documents with a content list indicating availability of various documents with their serial numbers. In the absence of numbering of pages and the content list, there is a likelihood of any important document going unnoticed for which the tenderer shall be solely responsible.
- 1.20 Maintenance Support: The tenderer should submit their strategy for providing maintenance support during maintenance, warranty and post warranty period.

In all matters, decision of Principal Executive Director, Eastern Region RailTel Corporation of India Ltd., Kolkata, will be final.

BIDDER'S ORGANISATION 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 theyear from which they are operating in that location)	
6.	Contact person	
7.	Address	
8.	Fax No.	
9.	E-mail ID	

SECTION - I**Chapter – 2****SCHEDULE OF REQUIREMENTS**

Name of the Work: Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna.

S. No.	Description of work	Qty.	UO M	Unit Rate (Rs.) (Incl. GST)	Amount (Rs.) (Excl. GST)
1	Supply, fabrication and fixing of UPVC windows of required size and design including frame, sash, glazing, hardware, sealing etc. Complete in all respects.	Sq.Ft.	180	850.00	153000.00
2	Providing and fixing UPVC door made of multi-chambered profile with GI reinforcement, including UPVC panel/ toughened glass, multi-point locking system, SS hinges, EPDM gasket, complete fittings, fixing and sealing in all respect.	Sq.Ft.	160	980.00	156800.00
3	Glass Doors 3'w x 7'ht (Toughened glass) With Floor spring, H -handles & Hard ware-Ozone/Equalling make.	No.	2	15209.32203	30418.64
4	Providing and fixing 20 mm thick granite stone panelling around door and window openings, machine polished on exposed face, including cutting, edge finishing, fixing in cement mortar/adhesive, joint filling and sealing, complete in all respect.	Sq. Mtr.	20.0 7	4100.00	82287.00
5	Fixing & fitting of false ceiling	Sq. Ft.	1209 .639	190.00	229831.41
6	Providing and fixing 600mm x 600mm vitrified floor tiles including 100mm height skirting. Item is complete including grouting of joints with cement-based grout matching with the shade of tile. The tiles shall be in perfect level with each other and shall not make hollow when walked over. Make: Somay/ Jonson/ Kajaria	Sq. Ft.	140 0	122.4121	171376.94
7	Providing and fixing partition with aluminium/wooden framework, covered with 12/18 mm thick plywood on both sides, finished with 1.0 mm thick laminate (mica) using adhesive, including edge banding, fixing and finishing, complete in all respect.	Sq. Ft.	35	520.00	18200.00

8	Providing & fixing 45mm series linear workstation 1200mmX600 mm X 750 mm with 45 mm Thick 1200 mm High partition with Combination of Fabric Pin Up Board & Laminated Writing Marker with 25 mm Thick table Top supported on 18 mm Thick Gable ends made of pre-laminated particle Board with 2 mm thick PVC Edge Banding.	Nos.	16	6994.022	111904.35
9	Mobile Drawer Unit (2D+1F) Made in 18 mm thick Pre-Laminated Particle Board with 2 mm thick PVC Edge Binding Tape.	Nos.	16	5245.517	83928.27
10	Providing & Supplying PVC keyboard tray without mousepad, the keyboard tray is sliding type, fixed to channels and screwed to below table top.	Nos.	16	631.0068	10096.11
11	Logo of RailTel and Name Plate	Nos.	1	14610.38	14610.38
12	Providing and fixing storage cabinet made of 18 mm thick BWR grade plywood with internal shelves and shutters finished with 1.0 mm laminate, including back panel, edge banding, hinges, lock, handle and all fittings, complete in all respect.	Sq. Ft.	350	770.0104	269503.64
13	Providing and laying ISI marked rigid PVC conduit pipe (heavy duty) of required size, including bends, junction boxes, accessories, fixing in concealed/surface, complete in all respect.	Mtr.	200	43.00	8600.00
14	Providing and wiring for light, fan and 6A socket points with FRLS copper conductor 1.5 sqmm wire in PVC conduit, including switches, sockets, accessories, complete in all respect.	Nos.	30	1100.00	33000.00
15	Providing and wiring for power points (16A) with FRLS copper conductor 2.5sqmm wire in PVC conduit, including switches, sockets, MCB protection, accessories, complete in all respect.	Mtr.	300	150.05	45015.00
16	Providing and laying CAT-6 UTP LAN cabling with conduit, including I/O outlets, patch panel, rack, termination, testing and commissioning, complete in all respect.	Mtr.	610	64.00	39040.00
17	Dressing, Testing & Documentation Charges.	Lumps um	1	19743.75	19743.75
18	Supply & Installation of switch board using 3 Pin socket with 16A Switches including supply and installation of 3 Nos Socket, 1 No. switch with plates (Include Switch and Socket each workstation) UPS Power.	Nos.	20	544.9258	10898.52

19	Supply & Installation of switch board using 3 Pin 16A switch & socket with plate (Raw Power)	Nos.	20	576.5142	11530.28
20	Providing and applying two coats of acrylic emulsion paint over one coat of primer and two coats of wall putty on prepared interior surface, complete in all respect.	Sq. Ft.	5472.2	15.7983	86451.46
21	Providing and applying two coats of white cement based wall putty on prepared surface to achieve smooth and even finish, complete in all respect.	Sq. Ft.	2170	11.055	23989.35
22	Providing and applying one coat of water based primer on prepared surface after putty, including surface preparation, complete in all respect.	Sq. Ft.	2170	5.00	10850.00
23	Wall hang commode jaguar or similar	Nos.	3	20000.00	60000.00
24	Concealed cistern system	Nos.	3	10000.00	30000.00
25	Dismantling and removing existing doors/windows including frame, shutters, fittings and glass, with careful demolition, and disposal of debris outside site, complete in all respect.	Nos.	19	170.00	3230.00
26	Removing and disposing of rubbish/debris from site, including collection, loading, transportation and disposal at approved location, complete in all respect.	job	1	50000.00	50000.00
27	Carrying out kitchen and bathroom alteration work including dismantling, civil modification, complete in all respect.	Each	2	10000.00	20000.00
28	Providing and laying 35 sq.mm, 4 core XLPE insulated PVC sheathed armoured cable of 1.1 kV grade, including trenching/laying, jointing, termination with glands and lugs, testing and commissioning, complete in all respect.	Mtr	12	345.00	4140.00
29	Damage Plaster removing area new plaster will be 1:5 cement sand mortar wall and ceiling including material and labour charges.	Sq. Ft.	250	52.9144	13228.60
30	Manufacturing, fitting & fixing of Fabricated Iron Grill for gate at entrance of 1st floor and including Painting and Priming with deluxe multi-surface paint to give an even shade Two or more coat of standard brand and Manufacture	KgM.	400	215.00	86000.00
	Total				18,87,673.70
	GST @18%				132047.14
	Total (Incl. GST)				22,27,454.97
	R/off				22,27,455.00
	In words (Rupees Twenty Two Lakh Twenty Seven Thousand Four Hundred Fifty Five only)				

<p>Percentage quoted <u>on total amount of SOR</u> (At par/ Below/ Above*) * Strikeout whichever not applicable</p>	<p>Should be filled in downloaded excel format of Price bid from eNivida Portal and to be uploaded the same</p>
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Note for Guidance

- [i] Tenderer should quote single percentage rate in E-NIVIDA portal only At par /above/below the RailTel’s estimated cost of work.
- [ii] The single percentage rate to be quoted in figures.
- [iii] Tenderer shall quote rates including GST, there shall be break up of basic price and applicable taxes such as SGST, CGST, IGST & UGST including RCM under GST payable by recipient.
- [iv] If none of the above/below/at par is mentioned by the tenderer, the quoted only percent will be treated as below the RailTel’s estimated cost.

SECTION - II

CHAPTER – 3

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING INDEX

- 3.1 General Instructions
- 3.2 Interpretations
- 3.3 Local Conditions
- 3.4 Compliance to Tender Conditions, Specifications and Drawings
- 3.5 Earnest Money/Bid Guarantee
- 3.6 Submission of Offers
- 3.7 Constitution of Firm and Power of Attorney
- 3.8 Unit Prices
- 3.9 Validity of Offer
- 3.10 Rates During Negotiations
- 3.11 Period of Completion and Time Progress Graph
- 3.12 Non-transferability and Non-refundability
- 3.13 Errors, Omissions and Discrepancies
- 3.14 Wrong Information by Tenderer
- 3.15 Qualifying Criteria of Tender
- 3.16 System of Verification of Tenderer's Credentials
- 3.17 System Performance Guarantee
- 3.18 Authority of Acceptance
- 3.19 Agreement
- 3.20 Tenderer's Address
- 3.21 Evaluation of offer
- 3.22 Amendment of Tender Document
- 3.23 Non-Blacklist Declaration
- 3.24 Class-I local supplier Declaration

SECTION – II

CHAPTER - 3

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

3.1 GENERAL INSTRUCTIONS

Tenders are invited on behalf of M/s. RailTel Corporation of India Limited, Kolkata – 700 091 from established and reliable contractors for the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna, Telecom Hub/Patna, Near RRI Building, Karbigahia, End of Patna Jn., Near Central Super Specialty Hospital, Patna – 800001.

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

- 3.1.1 **Tender offer:** The tenderer(s) are required to quote Percentage rate as indicated in the schedule of Requirement.

3.2 INTERPRETATIONS

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

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

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

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

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

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

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

"MONTH" Means any consecutive period of thirty days.

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

"PURCHASER" Means M/s RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront

Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata – 700 091.

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

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

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

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

"RailTel" Means RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata – 700 091.

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

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

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

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

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

3.3. LOCAL CONDITIONS

3.3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchase on account of any local condition or factor.

3.3.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a bid by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically

commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

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

3.4 COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

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

3.4.2 The equipment offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated separately for each annexure with justification for deviations proposed. The Purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.

3.4.3 Firms should give details of similar works carried out giving details of the name of the project, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken.

3.5 EARNEST MONEY/ BID GUARANTEE

3.5.1 The tenderer shall submit an amount mentioned as below as earnest money in favour of RailTel Corporation of India Limited, Kolkata, through RailTel E-NIVIDA portal

Srl. No.	Tender No.	Name of the Work	Estimated cost (Incl. GST) (Rs.)	EMD (Rs.)
1	RailTel/Tender/OT/ ER/ HQ/ 2026-27/ 1598, Dt. 14.05.2026	Renovation, modification, and interior work at the 2 nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna	22,27,455.00	45,000.00

3.5.2 The tenderers shall hold the offer open till such date as specified in Para 3.7 of this chapter. It is 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 resile 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.

- (i) If a tenderer withdraws its tender during the period of tender's validity specified in Clause 3.7 of Instructions to Tenderers and Conditions of Tendering.
- (ii) In the case of successful tenderer, if the tenderer fails to:
 - (a) Sign the contract in accordance with clause 5.2 of Special Conditions of Contract.
 - (b) To furnish performance guarantee in accordance with clause 5.3 of Special Conditions of Contract.

Contract.

- 3.5.3 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.
- 3.5.4 If the tender is accepted, the amount of Earnest Money submitted by the successful tenderer will be held as part of security deposit for due and faithful fulfillment of contract.
- 3.5.5 If the tenderer deliberately gives wrong information in his/her tender or creates such circumstances for the acceptance of his/her tender, then RailTel reserves the right to reject such tender at any stage. In case credential certificate(s) submitted by the contractor are found to be incorrect, action will be initiated as specified at below clause no. 3.16.
- 3.5.6 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.
- 3.5.7 Exemption for UDYAM registered firm- Not applicable.

Works contract 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.**

3.6 SUBMISSION OF OFFERS

- 3.6.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 3.6.2 In case the date of opening happens to be a holiday, the tender will be opened at the same time on the next working day.
- 3.6.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted duly signed/ digitally signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 3.6.4 All copies of the tender papers shall be signed /digitally signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.
- 3.6.5 **RATES IN FIGURES & WORDS:-**
- 3.6.5.1 Not used
- 3.6.5.2 Not used
- 3.6.5.3 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 3.6.6 **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents.

Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

3.6.7 The Technical Bid shall consist of the following:

- i) Offer letter complete
- ii) Earnest Money- to be submitted online through RailTel E-NIVIDA portal - proof of deposit shall be uploaded
- iii) Constitution of Firm & Power of Attorney (refer below clause no 3.7),
- iv) Clause wise compliance to tender conditions & statement of deviations (Para 3.4). Form No.5
- v) Tenderers credential as per Qualifying Criteria
- v) Similar works executed or under execution. Form No. 12
- vi) User's Certificate Form No. 2
- vii) Any other information desired to be submitted by the tenderer.
- viii) Complete tender document digitally signed in all pages including above
- ix) Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid (original to be submitted offline mode)
- x) Notorised affidavit as per clause No. 3.16(ii) (original to be submitted offline mode)
- xi) Price bid with rate duly filled digitally signed by the tenderer in e-Nivida Portal.
- xii) No black listing clean track record undertaking

3.7 CONSTITUTION OF FIRM AND POWER OF ATTORNEY

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

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

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

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

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

3.7.5 The duly notarized Power of Attorney, Partnership Deed, original to be submitted offline as per clause 5 of e-Tendering Instructions, Section-I.

3.8 **UNIT PRICES:** The percentage rates should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all-inclusive, without any variation clauses. The prices shall be quoted in percentage.

Reference may be made Special Conditions of Contract (Chapter 5, Section II). The prices shall be inclusive of all taxes and statutory payments including GST.

3.9 **VALIDITY OF OFFER:** The tenderer shall keep the offer open for a minimum period of 60

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

- 3.10 **RATES DURING NEGOTIATION:** The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.
- 3.11 **PERIOD OF COMPLETION AND TIME PROGRESS GRAPH:** The works/work are/is to be completed within a period as mentioned in preamble at para 1.9.
- 3.12 **NON-TRANSFERABILITY AND NON-REFUNDABILITY:** The tender documents are not transferable. The cost of tender document is not refundable.
- 3.13 **ERRORS, OMISSIONS & DISCREPANCIES:** The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.
- 3.14 **WRONG INFORMATION BY TENDERER:** If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.
- 3.15 **QUALIFYING CRITERIA OF TENDER:**
- 3.15.1 **General:** all the supporting documents shall be self-attested by Tender for their consideration.
- 3.15.1.1 Qualifying criteria under this para lays down minimum acceptable qualifications in various are as to ensure that qualified bidder has necessary experience and financial and human resources to successfully complete the project.
- 3.15.1.2 If the tenderer proposes to buy any equipment from other suppliers/ sources, documents indicating the willingness to supply the equipment and provide technical support to the tenderer that may be required during installation, commissioning and warranty period and later on directly to the RailTel, shall be included in the tender.
- 3.15.1.3 The tenderer should submit the details of experience of similar works or services in the projects executed / under execution which should clearly bring out expertise in the equipment manufacture or installation etc. as per form no. 12.
- 3.15.1.4 For supply of critical materials, the contractor, if he is not a manufacturer, shall submit a certificate from the manufacturer, whose material he intends to supply, to the effect that the manufacturer is willing and capable to supply the material in time so as to enable the contractor to complete the work within the time frame mentioned in the contract.
- 3.15.1.5 The tenderer/s must submit along with his/their tender, certificates from the original user for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall submit these certificates for all the projects that he has executed which only satisfy the minimum requirements in each case. The certificates are to be submitted in original or their true copies duly signed by the tenderer to contain the information as per Form no. 2.
- 3.15.2.1 Technical Eligibility Criteria:**
- a. 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:

- i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- iii. One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Total value of similar work completed during the qualifying period and not the payment received shall be considered.

- b. In case of tenders for composite Contracts 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:
 - i. Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - iii. One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note:

(i) Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria).

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or 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).

3.15.2.2 Financial Eligibility Criteria:

The bidder should have minimum cumulative turnover from operation in the previous three financial years (i.e., FY: 2023-24, 2024-25, 2025-26) and the current financial year, 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. *The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.*

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.

For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount as mentioned above is required.

3.15.3 **MEANING OF SIMILAR WORKS:**

Works similar to the scope of work as contained in this tender shall means Renovation work/ Interior work of office/ Building executed for Govt./PSU or public listed companies.

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

- i. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
 - ii. The tenderers shall submit a notarized affidavit in original on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A/Form No.1. **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 there under.

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.

- b) 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

there under.

- c) In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.
- 3.17 **SYSTEM PERFORMANCE GUARANTEE:** The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.
- 3.18 **AUTHORITY OF ACCEPTANCE:** The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 3.19 **AGREEMENT:** The successful tenderer/s shall be required to execute an agreement with the representative of RailTel for carrying out the work according to the tender documents as indicated in para 5.2 of Special Conditions of Contract (Section II, Chapter 5).
- 3.20 **TENDERER'S ADDRESS:** Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer a full or in time for whatever reason. Important documents shall be sent by Speed Post/Registered Post.
- 3.21 **EVALUATION OF OFFER**
The authority for the acceptance of the tender rests with the Purchaser. The tenders received will be evaluated by the Purchaser to ascertain the best acceptable tender in the interest of the Purchaser. However, the purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- 3.22 **AMENDMENT OF TENDER DOCUMENT**
- 3.22.1 RailTel may modify the Tender Document by issuing ADDENDA/CORRIGENDA.
- 3.22.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications (addenda/corrigenda) published subsequently sent through e-mail and speed post and the same shall be taken into account while submitting the tender.
- 3.22.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the RailTel may at their discretion extend as necessary, the deadline for submission of Tender.
- 3.22.4 If RailTel issued any material for the work, the materials that shall be handed over to the Contractor at any time for execution of work shall depend upon the particular item of work in the schedules to be done at a particular time and also the progress of work. The contractor

- shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.
- 3.22.5 The quantities indicated in the schedules are approximate and will only support to convey to the contractor an idea of the magnitude of the work. The rates mentioned in Schedules are deemed to hold good for any increase in quantities up to 25%. The description of items is given as a guide and approximately only and is subject to variation according to the needs of the RailTel. The RailTel accepts no responsibility for their accuracy. Further, the RailTel does not guarantee work under each item of the Schedule.
- 3.23 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. Declaration to this effect submitted.
- 3.24 Only class-I local suppliers will be considered. Declaration to this effect to be submitted by the bidder along with the bid. Quantities are not divisible between Class-I and Class-II local suppliers.

SECTION –II

CHAPTER – 4

**GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION
WITH RAILTEL’S WORKS**

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4.2	General Obligations
4.3	Law governing the Contract
4.4	Communications to be in writing
4.5	Service of Notices on Contractors
4.6	Occupation and use of land
4.7	Assignment or subletting of contract
4.8	Assistance by the RailTel for the stores to be obtained by the Contractor.
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SECTION – II

Chapter - 4

GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH RAILTEL'S WORKS DEFINITIONS AND INTERPRETATION

4.1 Definitions:

4.1.1 The meaning of terms/interpretations shall be taken as defined in Chapter-3
(INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING).

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

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

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

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

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

4.2 GENERAL OBLIGATIONS

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

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

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

date of this contract.

4.3 Law governing the contract

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

4.3.1 **Compliance to regulations and bye-laws** – The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye -laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.4 **Communications to be in writing** – All notices, communications, references and complaints made by the RailTel or the Engineer or the Engineer's representative or the Contractor interest concerning the works shall be in writing and no notice, communication, references or complaint not in writing shall be recognized.

4.5 **Service of Notices on Contractors** – The Contractor shall furnish to the PED/RailTel the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contract if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by contractor to the Principal Executive Director/Principal Executive Director/ Eastern Region.

4.6 **Occupation and use of land** – Not used

4.7 **Assignment or subletting of contract:** - The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the RailTel. Any breach of this condition shall entitle the RailTel to rescind the contract under clause 4.62 of these conditions and also render the contractor liable for payment to the RailTel in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the RailTel and shall not relieve the Contractor of any responsibility under the Contract.

4.8. **Assistance by the RailTel for the stores to be obtained by the Contractor:** Not used.

4.9 Not used

4.10 **Carriage of materials** – Not used

4.11 Force Majeure Clause

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

the happening of any such event is 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.

- 4.12 **Representation on Works** – The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall, on receiving reasonable notice, present himself to the Principal Executive Director/Eastern Region and orders given by the Engineer or the Engineer’s Representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the RailTel to rescind the contract under Clause 62 of these conditions.
- 4.13 **Relics and Treasures** – Not used
- 4.14 **Excavated material** – The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings, and produce shall be the property of the RailTel provided that the Contractor may, with the permission of the Principal Executive Director/ Eastern Region, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 4.15 **Indemnity by Contractors** – The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 4.16 Security Deposit**
- 4.16.1 EMD submitted by the successful tenderer will be adjusted as the part of Security Deposit and balance amount of Security Deposit should be recovered by percentage deduction from the Contractor’s “on account” bills. Provided also that in case of defaulting Contractor the RailTel may retain any amount due for payment to the Contractor on the pending “on account bills” so that the amounts so retained may not exceed 10% of the total value of the contract.
- 4.16.2 Unless otherwise specified in the special conditions, if any, the rates for Deposit / rate of recovery / mode of recovery shall be as under:
- (a) Security Deposit for each work shall be 5% of the contract value including GST.
 - (b) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered.

- (c) Security Deposits will be recovered from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after passing of final bill and complete physical completion of the works as certified by the competent authority after issue of PAC. The competent authority shall normally be the authority who is competent to sign the contract.

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

4.17. Completion Period

- 4.17.1 Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- 4.17.1.1 If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

- 4.17.1.2 If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of RailTel's employees or by other contractor employed by the RailTel under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threat-tended by or dispute with adjoining or neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration` or in consequences of the contractor not having received in due time necessary instructions from the RailTel for which he shall have specially applied in writing to the Engineer or his authorized representative then, upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forwarded to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally in the original contract itself.

- 4.17.1.3 In the event of any failure or delay by the RailTel to hand over the Contractor possession of the office space necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the RailTel due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore but in any such case, the RailTel may grant such extension or extensions of the completion date as may be considered reasonable.

4.17.2 **Extension of time for delay due to contractor** – The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 4.11 and 4.17.1 above, the RailTel may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor further extension of time as the Engineer may decide. On such extension the RailTel will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 1/2% of the contract value of the works for each week or part of the week subject to a maximum of 10% of the contract value, the clause of LD will be applicable.

4.17.2.1 For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 10% of the total value of the contract. Provided further, that if the RailTel is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the RailTel shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 8.62 of these conditions, whether or not actual damage is caused by such default.

4.18 Illegal Gratification

4.18.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

4.18.2 The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Executive Director, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up-to-date of rescission.

4.19 EXECUTION OF WORKS

4.19.1 **Contractor's understanding** – It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

4.19.2 **Commencement of works** – The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the RailTel and shall proceed with the same with due expedition and without delay. The work should be started with due intimation to RailTel.

4.19.3 **Accepted programme of work** – The Contractor who has been awarded the work shall as

soon as possible but not later than 7 days from the date of receipt of the acceptance letter in respect of contracts with initial completion period of one year or less or not later than 15 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall and endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

- 4.19.4 **Setting out of works** – The Contractor shall be responsible for the correct setting out of all works in relation to original reference at his cost. The Contractor shall execute the work true to specifications, drawings, plans and dimensions as mentioned in the contract document and as directed by the Engineer's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall cooperate with the Engineer's representative at all time, during the progress of the works. Any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work.

4.20. Compliance to Engineer's Instructions

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

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

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

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

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

- 4.21.1 Failure of the Engineer's representative to disapprove any work or materials shall not prejudice

the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

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

4.22 Adherence to specifications and drawings

- 4.22.1 The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuring there-from and shall be responsible for all loss to the RailTel.

4.22.2 Drawings and specifications on the works:

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

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

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

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

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

- 4.23 **Working during night** – The Contractor shall not carry out any work between sunset and sunrise without the previous permission of the Engineer. Hence, no "night duty" shall be payable to the contractor for the portion/part of the works to be undertaken during the night.

- 4.24 **Damage to Railways/RailTel/ Public property or private life and property**– The Contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or any other property of the Railways/RailTel or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the RailTel and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation

Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the RailTel may incur in reference thereto, shall be charged to the Contractor. The RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

4.25 **Sheds, Store houses and Yards** Not used

4.26 **Provision of efficient and competent staff** – The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and Labourers in or about the execution of any of these works as are careful and skilled in various trades and callings. The Contractor shall at once remove from the works any agents, permitted sub -contractor, supervisor, workman or Labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the RailTel to rescind the contract under Clause 4.62 of these conditions.

4.27. **Workmanship and Testing**

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

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

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

4.27.2.2 The substitution of proper and suitable materials, and

4.27.2.3 The removal and proper re-execution, notwithstanding any previous tests thereof or “on account” payments therefore, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order the RailTel shall be entitled to rescind the contract under Clause 8.62 of these conditions.

- 4.28 **Facilities for Inspection:** - The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, instruments, appliances and things of every kinds required for the purpose and the Engineer and the Engineer's representative shall at all time have free access to every part of the works and to all places at which materials for the work are stored or being prepared.
- 4.29 **Examination of work before covering up:** - The Contractor shall give two days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the Reach of Measurements in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
- 4.30 **Temporary works:** - All Temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer, shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charge shall be recovered from the Contractor.
- 4.31 **Contractor to supply water for works Not used**
- 4.32 **Property in material and Plants:** Deleted
- 4.33. **Tools, Plant and Materials Supplied by the RailTel:** Not used
- 4.34 **Precaution during progress of work**
- 4.34.1 During the execution of works, unless otherwise specified the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury, loss is caused or likely to be caused to any person or property.
- 4.34.2 **Roads and water courses:** Not used
- 4.34.3 **Provision of access to premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision of the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or meant for lightning which may be interrupted by reason of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short a time as possible.
- 4.34.4 **Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public or Railway/RailTel's property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- 4.35 **Use of Explosives:** Explosive shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then only in the manner and to the extent to which such permission is given. Where explosives are required for the works, the same shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and

the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway/RailTel in respect thereof.

4.36 Suspension of works

Not used

4.37 Rates for items of works – The rates entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 4.42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply including full freight of materials, stores, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the RailTel, the erection, maintenance and removal of all temporary works and buildings, all arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the RailTel, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

4.38 Demurrage and wharf age dues

4.38.1 Demurrage charges calculated in accordance with the scale in force for the time being on the RailTel and incurred by the Contractor failing to load or unload any goods of materials within the time allowed by RailTel for loadings as also wharf age charges, of materials not removed in time as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the RailTel and shall be deducted from any sums which may become due to him in terms of the contracts.

4.39 Rates for extra items of works

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

4.39.2 Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the competent authority of RailTel within

30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The competent authority of RailTel's decision after hearing both the parties in the matter would be final and binding on the Contractor.

4.40 Handing over of works

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

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

4.41 VARIATIONS IN EXTENT OF CONTRACT

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

4.42 Powers of Modification to Contract

4.42.1 The Engineer on behalf of the RailTel shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled to any compensation for any increase / reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

4.42.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to $\pm 25\%$ of the quantity originally contracted.

4.42.3 **Valuation of Variations** – The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included

and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause 39 of these conditions.

4.43. CLAIMS

4.43.1 **Monthly Statement of Claims** - Not used.

4.43.2 **Signing of “No Claim” Certificate** – The Contractor shall not be entitled to make any claim whatsoever against the RailTel under or by virtue of or arising out of this contract, nor shall the RailTel entertain or consider any such claim, if made by the Contractor, after he shall have signed a ‘No Claim’ certificate in favour of the RailTel, in such form as shall be required by the RailTel, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by “No Claim Certificate” or demanding a preference to arbitration in respect thereof.

4.44 MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

4.45 **Measurements of Works:** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the RailTel. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for item the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works.

The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall represent at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement book provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequences of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurement.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect, the Contractor shall be liable to pay the actual expenses incurred in measurements.

4.46 “On-Account” Payments

4.46.1 The Contractor shall be entitled to be paid from time to time by way of “On Account” payment

only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payment due on the Engineer's or the Engineer's Representatives certificate of measurements shall be subject to any deduction which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions after retentions of 10% by way of security deposits, until the full amount of security deposit by way of retained earnest money and such retentions shall amount to 5 % of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction. In case the contractor happens to be unregistered with GSTIN, then the required GST amount will be deducted from the on account bill as well.

4.46.2 **Rounding off amounts:** The total amount due on is certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise and more upto Rs. 1/- will be reckoned as Rs. 1/-.

4.46.3 **On-Account Payments not prejudicial to final settlements:** "On Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurement are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such account not of any particular quantity of work having been executed not of the manner of its execution being satisfactory.

4.46.4 **Manner of payment:** Unless otherwise specified payments to the Contractor will be made by the way of RTGS/NEFT.

4.47 **Maintenance of works:**
Deleted.

4.48 Certificate of Completion of works

4.48.1 As soon as in the opinion of the Engineer the works shall have been substantially completed and shall satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a Certificate of the completion (Provisional Acceptance Certificate) in respect of the works and period of maintenance of the works shall commence from the date of such certificate provided that the Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the RailTel and when any such certificate is given in respect of part of the works such part shall be considered as completed and the period of the maintenance of such part shall commence from the date of such certificate.

4.48.2 **Contractor not absolved by Provisional Acceptance Certificate (PAC):** The Certificate of completion in respect of the works referred to in sub-clause 48.1 of this clause shall not absolve the Contractor from his liability to make good any defect, imperfection, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawing or specifications or instructions of the Engineer, which defect, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer, be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor the Engineer may employ, labour and material or appoint another Contractor to amend and make good such defect, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

4.49 **Approval only by Maintenance Certificate** : No certificate other than maintenance certificate referred to in Clause 4.50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineers.

4.50. Maintenance certificate:

4.50.1 Deleted

4.50.2 **Cessation of RailTel's Liability:** The RailTel shall not be liable to the Contractor for any matter arising of or in connection with the contract of the execution of the works unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate (FAC) under this clause.

4.50.3 **Unfulfilled obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to clause 4.50.2) the RailTel shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

4.51 Final payment

4.51.1 On the Engineer's certificate of completion in respect of the works an adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's on the accepted schedule or rates and for extra works on rates determined under Clause 4.39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the RailTel in respect of the works or having delivered "No Claim" Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claim are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the RailTel for or in the respect of damage or good and all expenses and demands incurred by or made upon the RailTel for or in the respect of damage or good and all expenses and demands incurred by or made upon the RailTel for or in the respect of damage or loss by from kin consequence of the works, have been satisfied agreeably and in conformity with the contract.

4.51.2 **Post payment Audit** – It is an agreed term of contract that the RailTel reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc., and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

4.51.3 **Refund of Performance Guarantee** – The Performance Guarantee shall become due and shall be paid to the Contractor after the expiration of the warranty period and issue of the certificate of final acceptance of entire system, specified in the tender, provided that all the stipulations of the clause have been fulfilled by the Contractor and all claim and demands made against the RailTel

for and in respect of damage or loss by, from or in consequence of the works have been finally satisfied, provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to sub clause (i) of clause 48 of these condition, the expression “expiration of the period of warranty” shall for the purpose of this clause, be deemed to mean the expiry of the latest of such periods.

4.51.4 Production of vouchers etc. by the Contractor

- (i) For a contract of more than one Crore of rupees, the contractor shall, whenever required, produce for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding on the parties.) The contractor shall similarly produce vouchers, etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub -contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the book of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such book shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) and (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

4.52 **Withholding and lien in respect of sums claimed** – Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the RailTel shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the RailTel shall be entitled to withhold the said security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the RailTel shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other RailTel or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the RailTel will be kept withheld or retained as such by the RailTel till the claim arising out of or under the contract is determined by the arbitrator (if the Contract is covered by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the RailTel shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

4.52.1 **Lien in respect of claims in Other Contracts** – Any sum of money due and payable to the contractor (Including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the RailTel, against any claim of this or any other RailTel or any other Department of the Central Government in respect of payment of a sum of money arising

out of or under any other contract made by the contractor with this or any other Department of Central Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the RailTel will be kept withheld or retained as such by the RailTel till the Claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest of money withheld or retained under this clause and duly notified as such to the contractor.

- 4.53 **Signature on Receipts for Amounts** – Every receipt which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractors firm be a good and sufficient discharge to the RailTel in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the RailTel may hereafter have against the legal representative of any contractor partner so dying, for or in respect of any breach of any of the conditions of the contract, provided also, that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representative of any deceased Contractor partners interest.

4.54 **LABOUR**

Wages to Labour – The Contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

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

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

- 4.54.1 **Apprentices Act** – Not used.

- 4.55. **Provisions of Payments of Wages Act** – The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub -contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on moneys due

to the contractor in terms of the contract. RailTel shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

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

(1) The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules

(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

(3) The Contractor shall pay to the labour employed by him directly or through sub- contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub-section (2) and section 2 sub -section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

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

4.57 **Provisions of Workmen's Compensation Act**– In every case in which by virtue of the provision of Section 12 sub-section (1) of the Workmen's Compensation Act, 1923, RailTel is

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

4.57.1 **Provision of Mines Act** – Deleted

4.58 **RailTel not to provide quarters for Contractor** – Not used

4.59 **Labour camps:** Not used

4.60 Non-Employment of Labourers below the age of 15

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

4.61 DETERMINATION OF CONTRACT

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

4.61.2 **Payment on determination of contract:** Should the contract be determined under sub-clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and propriety of such expenditure shall be final and conclusive.

4.61.3 The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

4.62 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

4.62.1 If the Contractor should:

- (i) become bankrupt or insolvent, or
- (ii) make an arrangement with or assignment in favour of his creditors, or
- (iii) being a Company or Corporation, go into liquidation (other than voluntary), liquidation for the purpose of amalgamation or reconstruction, or
- (iv) have an execution levied on his goods or property on the works, or assign the contract or any part thereof otherwise than as provided in clause-5.15 of SCC, or
- (v) persistently disregard the instructions of the RailTel's Engineer with regard to work quality or progress during execution of work or contravene any provision of the contract, or
- (vi) fail to adhere to the agreed programme of work by a margin of 10% of the Stipulated period, or

fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or

- (vii) fail to take steps to employ competent or additional staff and labour as required under clause 5.7 of SCC (Chapter-5 Section-II), or
 - (viii) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under clause 4.28, or
 - (xi) promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
 - (x) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (B) Fail to give at time of submitting the said tender:
- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
 - (b) the correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
 - (c) being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
 - (d) being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or
 - (e) being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of these said clauses, the Engineer on behalf of the RailTel may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs notice.

4.63 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

In the event of any or several of the courses, referred in clause 62.1 above, being adopted:

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

4.64 Matters finally determined by the RailTel:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the RailTel and the RailTel shall within 120 days receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clause 8, 18, 22.5, 29, 43.2, 45(a), 55, 55.1(5), 57, 61.1, 61.2 and 62.1 of General Condition of Contract or in any clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' and decisions of the RailTel's authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

4.65 SETTLEMENT OF DISPUTE AND ARBITRATION

- 4.65.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 4.65.2 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 4.65.3 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 Lakhs. The arbitrator will be appointed by the CMD/MD/Chairman /RailTel. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the

adjudication of arbitral council. Chairman /RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman /RailTel shall appoint out of the panel, one name RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

- 4.65.4 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

SECTION- II CHAPTER – 5

Special Conditions of Contract

I N D E X

<u>Para</u>	<u>Subject</u>
5.1	Tender Document
5.2	Agreement
5.3	Contract performance Guarantee
5.4	Contractor's Office & Stores depot
5.5	Use of Railway Land
5.6	Program of work.
5.7	Competent Supervisors
5.8	Test & Measuring Instruments, Special tools & Installation Material
5.9	Stores to be supplied by contractor
5.10	Supply of Technical Literatures, Documentation Drawings & Completion Plan etc.
5.11	Quality assurance
5.12	Inspection of materials
5.13	Inspection of works
5.14	Quantum of work and variation in Quantities
5.15	Subletting and assignment
5.16	Execution of works
5.17	Maintenance of works
5.18	Clearance of site
5.19	Provisional Acceptance
5.20	Placing in Service & Maintenance Supervision
5.21	Final Acceptance
5.22	Warranty
5.23	Infringement of Patents
5.24	License as per Govt. of India Contract Labour Act
5.25	Defaults and Delays
5.26	Loss Sustained Due to Default and Delay
5.27	Penalty for Delay in Completion
5.28	Adherence to time schedule
5.29	Contractor's liabilities for Costs and Damages
5.30	Unit prices
5.31	Measurement of works
5.32	Meaning and Interpretation
5.33	Terms of Payments
5.34	Payment for execution of work
5.35	Final Payments
5.36	Final Settlement
5.37	Certificate for MODVAT BENEFITS on bills
5.38	Deductions from On Account Payment Bills
5.39	Taxes
5.40	Insurance
5.41	Rights of RailTel
5.42	Responsibilities of Contractor in respect of local Taxing etc.
5.43	Responsibility of contractor in respect of safety of man, equipment etc.
5.44	Consequences in cancellation

- 5.45 Strikes and lockouts
- 5.46 Guarantee
- 5.47 Rates of Extra items.
- 5.48 Rule 144(xi) in General Financial Rules 2017

SECTION • II

CHAPTER • 5

SPECIAL CONDITIONS OF CONTRACT

5.1 TENDER DOCUMENT

5.1.1 The goods and services required, bidding procedure and contract terms are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes following together with any addendum and corrigendum thereto.

- Section – I : Preamble, Schedule of requirement, Annexures etc.
- Section – II :
 - I) Instructions to tenderers and conditions for tendering
 - II) General Conditions of Contract
 - III) Special conditions of Contract
 - IV) Forms of tenders and Annexure etc.
- Section – III : Technical specifications and drawings etc.

5.1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works coming under the purview of the contract shall be governed by tender documents mentioned above.

5.1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

5.2 AGREEMENT

The successful Tenderer shall within 30 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is included in Section II, Chapter 7 (Form No.3).

5.3 CONTRACT PERFORMANCE GUARANTEE

5.3.1 The successful tenderer shall submit 5% of total value of work including GST detailed in the Letter of Acceptance towards Performance Guarantee in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC within 30 days of issue of the Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (Thirty) days from the date of issue of LOA till submission of PG, for due fulfillment of contract.

If the successful bidder fails to submit Performance Guarantee within 60 days of issue of LoA/Purchase Order, RailTel may terminate the contract.

Note:

- 1) **In Case of Bank Guarantee:** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bankthrough 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.

Detail for online SFMS confirmation using the platform is as below:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- 2) Any performance Guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. The PG Amount up to Rs. 5 Lakhs will not be accepted in any other form.

RailTel's Bank Account Details for submission of online PG Amount are as given below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 3) In case of submission of Security Performance in the form of FDR (more than Rs. 5 Lakhs), then lien should be created in favour of "RailTel Corporation of India Limited"
 - 4) No Interest on Earnest Money and Performance Guarantee:
No interest shall be paid on the amount of earnest money and Performance Guarantee held by RailTel, at any stage.
 - 5) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. The PBG shall be initially valid up to stipulated date of completion of all contractual obligations including warranty obligations plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG extended to cover such time for completion of work plus three months.
 - 6) The value of PBG. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
 - 7) The Performance Bank Guarantee (PBG) shall be released on completion of successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
 - 8) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.
 - 9) Claim period of PBG shall be one year later than the expiry date
- 5.3.2 The security deposit shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. However, Performance Bank Guarantee (PBG) shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 5.3.3 Wherever the contractor is rescinded, the security deposit shall be forfeited and the Performance Bank Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor

is a partnership firm, then every member/partner of such firm shall be debarred from participating in the tender for balance work either in his/her individual capacity or as a partner of any other partnership firm.

- 5.3.4 The Engineer shall not make a claim under the Performance Bank Guarantee, except for amount to which the RailTel is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Bank a Guarantee.
 - ii) Failure by the contractor to RailTel any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of RailTel.

5.4 CONTRACTOR'S OFFICE & STORES DEPOT

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

5.5 USE OF RAILWAY LAND: Deleted

5.6 PROGRAMME OF WORK/ TIME SCHEDULE

- 5.6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work simultaneously different tasks in order to expedite the completion of work.
- 5.6.1 The Contractor who has been awarded the work shall as soon as possible but not later than 7 days from the date of receipt of the acceptance letter in respect of contracts with initial completion period of one year or less or not later than 7 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall and endeavor to fulfill this programme of work. The progress of work will be watched accordingly in the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 5.6.2 The Contractor shall be held responsible for the execution of the work according to the Program given above in full compliance of the various clauses of the Technical specifications, instructions/ drawings etc. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.
- 5.6.3 The responsibility for ensuring that the material reaches the site in time, lies entirely with the

contractor. The contractor has to bear the necessary expenses for carting the material to the site.

- 5.6.4 The contractor will program his work in such a manner so as not to interfere in the working and movement of trains / road vehicle.

5.7 COMPETENT SUPERVISORS

- 5.7.1 The Contractor shall place and keep competent representatives/Supervisors/ Engineers as his representative on the works who will be authorized to receive and acknowledge materials issued by the RailTel and take all orders issued by the RailTel. The said representatives shall be present at site during working hours and any written orders or instructions which the purchaser's Engineer may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.

5.8. TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

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

5.9 STORES TO BE SUPPLIED BY CONTRACTOR

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

5.10 SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS, INSTRUCTION BOOK & COMPLETION PLANS ETC.

The supply of equipment and materials shall include supply of two sets of printed documents from original equipment manufacturers with each equipment.

5.11 QUALITY ASSURANCE

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

5.12 INSPECTION OF MATERIALS

- 5.12.1 All equipments materials fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory/tenderer works before dispatch and no materials shall be dispatched until these are inspected and/or approved. The materials may also be inspected by the purchaser or his representative again at site.

Inspection will be carried out by the nominated official of RailTel or Consultant appointed by RailTel. Inspection will be carried out in phases:

(a) Work involved in fabrication:

Raw material: before supply: make & model, quality finishing dimension

During fabrication: dimension, quality of work

Completion of work: dimension, quality of work, finishing

(b) Work involved not involving fabrication

Make & Model (specified in the SOR), physical inspection

Functional test

Inspection will be carried out by the inspecting official within 7 days of intimation by the contractor

5.12.2 The cost of equipment and materials, all tests and/or analysis performed for inspection shall be borne by the Contractor.

5.12.5 The inspection charges, if any, payable to the purchaser's representative for carrying out the inspection shall be borne by the purchaser.

5.13 INSPECTION OF WORKS

The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer for which the Contractor has been apprised, the Contractor shall carry out alterations/ replacements to such works to the satisfaction of the Engineer at his own cost and which no additional expenses will be borne by the RailTel.

5.14 QUANTUM OF WORK AND VARIATION IN QUANTITIES

5.14.1 The quantities quoted in the Schedule are not firm and may be varied at the time of awarding and during the currency of the contract.

5.14.2 The quantity indicated in the Schedule of Requirements is the estimated quantities in respect of the work and may change depending on the detailed survey/system design. On this and other developments, the purchaser may exercise the option of increase / decrease of the quantity of items of Schedule of Requirements by plus 25% (Twenty five percent) or minus 25% (twenty five percent) of the value of the contract respectively either within the scope of the work.

5.14.3 The Contract value may vary within +25% / -25% of the grand total of Schedule of Requirements as included in the Letter of Acceptance to tenderer, In case of variation in quantities the contractor shall be bound to carry out the work at the rates agreed in the schedule up to the limit of +25% / -25% variation in the value of contract and shall not be entitled to any claim for any compensation whatsoever. Quantity exceeding 125% but below 140% for which rate to be reduced by 2% of SOR rate. For quantity exceeding 140% but below 150% rate to be reduced by 4% of SOR rate and for quantity exceeding 150%, rate will be on negotiated rate.

5.15 SUBLETTING AND ASSIGNMENT

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

The contractor may subcontract the execution of part(s) of the project with the prior approval of RailTel under following conditions: -

(i) The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the RailTel and shall not relieve the contractor of any responsibility under the contract.

(ii) The contractor shall arrange for effective supervision of sub contractor's work and remain

solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor.

5.16. EXECUTION OF WORK

All the works shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, best workmanship using best quality of material and in strict accordance with the specifications and as per sound industrial practices, to the entire satisfaction of the RailTel.

5.17 MAINTENANCE OF WORKS

Deleted

5.18 CLEARANCE OF SITE

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

5.19 PROVISIONAL ACCEPTANCE

5.19.1 Immediately after the completion of the work in all respects, the contractor shall certify and advise the purchaser in writing that the work is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over (iv) submit as built drawing, Electrical and LAN wiring diagram.

5.19.2 The test or tests specified in technical specifications will be conducted jointly by purchaser and contractor as soon as possible after receipt of advice of completion by purchaser from the contractor. The test schedule shall be finalized by mutual discussion between the contractor and M/s. RailTel Corporation of India Ltd. Any discrepancy/improper work or any discrepancy or deviation from the tendered specifications pointed out by the purchaser shall be rectified, defective found during the commissioning test shall be replaced/repared free of cost by tenderer.

5.19.3 Purchaser's Engineer shall issue a Provisional Acceptance certificate for successful completion of the work covering all materials and services included in the Schedule of works after the final acceptance test as per the approved test procedures have been completed and the performance has been found to meet the specifications. RailTel's decision in this respect shall be final. The Provisional Acceptance Certificate shall be signed by both the parties. The period of maintenance/warranty of works shall commence from the date of issue of the Provisional Acceptance Certificate.

5.20 PLACING IN SERVICE & MAINTENANCE SUPERVISION

5.20.1 After the work has been completed & placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance/ warranty of the work for a period of twelve months from the date of commissioning. During the period of maintenance/warranty, the contractor shall be responsible for making good, at his own cost, any work found defective. For this purpose, he shall have to depute his personnel to the site and replace/repair the defective work to the satisfaction of the purchaser's engineer.

5.20.2 During this period of maintenance supervision if any lacuna is noticed in the work done by the contractor under the contract, the contractor will rectify the same free of cost. During such rectification if any faulty material need replacement or repair, they shall be provided by the contractor.

5.21 FINAL ACCEPTANCE (FAC)

- 5.21.1 The final acceptance of the works completed shall take effect from the date of expiry of the period of maintenance supervision as defined in clause 5.20 or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract.
- 5.21.2 Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

5.22 WARRANTY

- 5.22.1 All materials supplied/work done by the Contractor shall be guaranteed against the defects for a period as prescribed in BDS from the date of issue of Provisional Acceptance Certificate. The contractor shall provide comprehensive warranty maintenance for all the items executed by him against this tender.
- 5.22.2 During the period of warranty, the contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.
- 5.22.3 During the period of warranty, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the portion is faulty.
- 5.22.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the warranty period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects. The tenderer has to recoup the faulty unit/equipment from the set of his own spares kept by him within a period of 24 hours.
- 5.22.5 Until the Final Acceptance Certificate shall have been issued, the contractor shall have the right of entry, at his own risk and expense, by himself or his duly authorized representatives, whose names shall have previously been communicated in writing to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the system and taking notes there from and, if he desires at his own risk and expense, making any tests subject to the approval of the purchaser which shall not be unreasonably withheld.
- 5.22.6 In subject of this warranty, the contractor shall make his Performance Guarantee as required under Clause 5.3 of Special Conditions of Contract, valid to cover the period of warranty.

5.23 INFRINGEMENT OF PATENTS:

- (a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trademarks except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne

exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

- (b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

5.24 LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT

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

- 5.24.1 Labour Cess: The tenderers, for carrying out any construction work, must get themselves registered with the Registrar Officer under section-7 of the Building and other Construction workers Act 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering officer of the concerned State Govt. (Labour Deptt.). As per this act, the tenderer shall be levied a cess@1% of cost of construction work, would be deducted from each bill. Cost of material when supplied under a separate schedule item, shall be outside the purview of cess.

5.25 DEFAULTS AND DELAYS

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

5.26 LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of clause 25 the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser and the reimbursement in full or in part, as the case may be, shall be met at the option of the purchaser from out of all or any of the following sources viz :

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

5.27 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION (LD):

5.27.1 If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 5.28, the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part thereof (rounded off to the nearest whole number) of the total value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have GST value of reduction on account of above shall be limited to maximum of 10% (Ten percent)of the total contract value including GST.

5.27.3 Such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. This reduction of value for delay in completion will be applicable separately for each stage of completion of work. When two or more stage of completion are specified in the contract, the purchaser's engineer shall at his sole discretion specify a time limit within which the unfinished portion of the work shall be completed after serving on the contractor a notice of Purchaser's intention to recover the said penalty. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provisions in Para 5.25 and 5.27.

NOTE: For purpose of this Para the value of work shall be calculated on the basis of unit prices included in schedule of requirements/work with the increase/decrease of the overall %age accepted for the contract.

5.27.4 Proper care shall be taken any existing utilities while execution of work. During the execution of work any utility (cable/pipe etc.) is damaged,the contractor shall repair the damaged portion or if the utility provider repaired it and penalty imposed on RailTel in this account, RailTel will deduct any penalty charged by the utility provider.

5.28 ADHERENCE OF TIME SCHEDULE

5.28.1 Timely completion of the work is the essence of the contract. While delay in execution will attract penalty.

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 + 30 = Supply of materials and execution of Window, Door work, civil work, false ceiling painting Partitioning, door, furnishing Electrical wiring,

Testing, submission layout diagram, cable laying plan Electrical wiring plan etc.

The Contractor shall provide a detail Time Schedule including the key activities related to the implementation of the work described in this Contract.

5.28.2 If any delay as aforesaid in clause 5.27 shall have arisen from any cause which the Purchaser may agree as being a reasonable ground for extension of time the purchaser's engineer or his representative may allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extensions shall be granted, on request from contractor, without liquidated damages in the Form No.11.

5.29. **CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES** (Please refer clause 4.24 of General Conditions of Contract (Section –II, Chapter – 4)

5.30 **UNIT/PERCENTAGE PRICES**

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

The percentage above/below/at par finalized for the entire schedule shall be firm and on including GST basis but inclusive of freight, handling, incidental charges and hence the contractor is advised to quote after taking all the relevant factors into consideration. Subsequent requests for variation of prices will not be entertained. The prices indicated in the schedule are in Indian Rupees for the units under metric system.

5.30.1 The rate shall include the prices of materials including all incidental charges for transport, loading/ unloading and handling of materials, collection of banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc.

5.30.2 The prices quoted by the Tenderer shall include GST but there should be breakup prices and all type of applicable taxes such as CGST/IGST/SGST/UTST etc. including tax under reverse charges payable by the recipient under GST act.

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

5.30.4 All taxes (including GST), duties and levies arising out of the transaction between the contractor and his sub-contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant Schedule of requirement.

5.30.5 No import license shall be arranged by the RailTel for this work.

5.31 **MEASUREMENT OF WORKS**

5.31.1 Measurements for the works shall be made in accordance with approved designs & drawings and measured in relevant units except where provided otherwise. The measurements will be made generally in accordance with standard engineering practices.

5.31.2 All measurement, method of measurement, meaning intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding.

- 5.31.3 All payment due to the contractor will be made through E-payment.
- 5.31.4 Payments for the works shall be made in accordance with approved design & drawings and measured in relevant units except where provided or otherwise. The measurements will be made generally in accordance with standard engineering practices. The abstract of quantities arrived shall be entered in the measurement book and signed by the contractor and the authorized representative of RailTel.
- 5.32 **MEANING AND INTERPRETATION BY RAILTEL TO BE FINAL:**
- All measurement, method of measurement, meaning intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding.
- 5.33 **TERMS OF PAYMENT:**
- 5.33.1 All bills/Tax Invoices shall be submitted to the RailTel Corporation of India Ltd., Eastern Region, Kolkata. While submitting the bills, the break-up of taxes may be furnished so that any INPUT credit may be availed by RailTel.
- 5.33.2 Subject to any deductions or recovery which the RailTel may be entitled to make under contract, the contractor will be entitled to be paid from time to time by way of "on account payment" for supply of goods and 'progress payment' for works as given in payment conditions below.
- 5.34 **PAYMENT SUPPLY OF MATERIAL & EXECUTION OF WORKS:**
- 5.34.1 Payment shall not be claimed for the work more than twice in a calendar month. Payment to be claimed for each SOR item after completion of all works specified in the particular SOR, after submission of Tax Invoices in the prescribed format includes:
- 1) Tax Invoice (Original)
 - 2) Measurement certificates
 - 3) Commercial Invoices
 - 4) Measurement Book
 - 5) E-Way Bill (for supply of material)
 - 6) Consignee receipt (for supply of material)
 - 7) Inspection certificate
 - 8) Copy of PBG
 - 9) Copy of Contract Agreement
 - 10) Copy of LoA/PO
- 5.34.2 90% (Ninety percent) of the payment for each completed SOR item of Schedule of works shall be paid after completion of work at site and after joint measurement and testing and proper entry in the measurement book.
- 5.34.3 5% (Five percent) payment shall be made after the issue of Provisional Acceptance Certificate by RailTel engineer and submitting the required Documentation i.e.as built plan, Electrical wiring plan, Data cable laying diagram. (acceptance of final as build drawings by RailTel engineer-in-charge)
- 5.35 **FINAL PAYMENT**
- 5.35.1 Final payment of 5% of the contract value shall be made after satisfactory completion of the warranty period and issue of Final Acceptance Certificate (FAC).
- 5.35.2 Final Acceptance Certificate shall be issued by the Purchaser's Engineer after completion of one year's period of maintenance as covered in the contract including maintenance activities

specified in the SOR. The Final Acceptance Certificate shall be issued by the Purchaser's Engineer only when he has accepted the work wholly after conducting the acceptance tests as per the details given in the technical specification and supplement.

On the basis of Final Acceptance Certificate from the Purchaser's Engineer for all the works at all the locations covered in this contract and reconciliation of materials issued, the final bill for the balance payment for each item of work shall be submitted by the Contractor along with a clear 'No Claim Certificate'.

5.36 **FINAL SETTLEMENT**

On expiry of the warranty period and issue of the certificate of final acceptance of the entire installations, the Performance Bank Guarantee will be released to the Contractor after adjustment of any dues payable by the contractor.

5.37 **CERTIFICATE FOR MODVAT BENEFITS ON BILLS**

Not used

5.38 **DEDUCTION FROM ON ACCOUNT PAYMENT BILLS – PROGRESS PAYMENT**

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

5.39 **TAXES**

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

5.39.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government. Beside this all other statutory deductions of tax will also be affected from on account bills.

5.39.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST or any other tax in force by the law of land, the same will be deducted and remitted to the concerned authority.

5.40 **INSURANCE:**

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

5.40.2 **INSURANCE OF MATERIALS & INSTALLATIONS:**

Not used

5.41 Rights of RailTel:

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

- 5.41.1 To get the work done through another agency at the risk and cost of the Contractor, in the event of poor progress or the Contractor's inability to progress the work for Completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of Architect / RailTel, assignment, transfer, subletting of the contracted work without written permission of RailTel, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the Contractor including RailTel's supervision charges and overheads from Security Deposit / other dues.
- 5.41.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work to suit RailTel's requirements or in case RailTel's decides to advance the compensation due to other emergent reasons.
- 5.41.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
- Contractor's continued poor progress.
 - Withdrawal from or abandonment of the work before completion of the work.
 - Corrupt act of the Contractor
 - Insolvency of the Contractor.
 - Persistent disregard of the instructions of RailTel.
Assignment, transfer, subletting of the contract work without written permission.
 - Non-fulfillment of any contractual obligations.
- 5.41.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit/PG.
- 5.41.5 To determine the Contract or to restrict the quantum of work and pay for the portion of work done as per the satisfaction of RailTel.
- 5.41.6 To effect recoveries from any amounts due to the Contractor under this or any other contract or in any other form the moneys which RailTel is forced to pay to anybody due to Contractor's failure to fulfill any of his obligations.
- 5.41.7 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specifications are based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision in any manner whatsoever.
- 5.41.8 While every endeavor will be made by RailTel to this end, RailTel cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation / extra payment on this account.

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

5.42 Responsibilities of Contractor in respect of local taxing rules, local laws, employment for workers etc.:

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

- 5.42.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 5.42.2 The Contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.
- 5.42.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as The Payment of Wages Act, The Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employee's Provident Fund Act, Employee's State Insurance Scheme, The Contract Labour (Regulations and Abolitions Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned authorities all such notice as may be required under law.
- 5.42.4 The Contractor will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form -V) issued by the principal employer / customer, if such license is required under the law.
- 5.42.5 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case, RailTel's forced to make any such payment, RailTel shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.
- 5.42.6 The Contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 5.42.7 The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 5.42.8 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 5.42.9 The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the Contractor to make good the losses and compensate them.
- 5.42.10 All the properties/equipment/components of RailTel loaned with or without deposit, to the Contractor shall remain the properties of RailTel. The Contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment / component shall be taken to be in good condition unless notified to the contrary by the Contractor within 48 hours. The Contractor shall return them in good condition as and when required by RailTel. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Contractor.
- 5.42.11 No tools and tackles or materials to be given by RailTel.
- 5.42.12 The Contractor shall fully indemnify and keep indemnified RailTel against all claims of whatever nature arising during the course of execution of this contract.
- 5.42.13 In case the Contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

- 5.42.14 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Contractor, will have to be compensated by the Contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to RailTel.
- 5.42.15 The Contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the Contractor's representative should be furnished to RailTel, if called for.
- 5.42.16 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 5.42.17 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 5.42.18 No idle labour charges will be admissible in the event of any stoppage of work resulting in the Contractor's workmen being rendered idle due to any reason at any time.
- 5.42.19 The Contractor shall take all reasonable care to protect the materials and the work till such time it has been taken over by RailTel.
- 5.42.20 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work other than under force majeure conditions shall be treated as breach of work of contract and dealt with accordingly.
- 5.42.21 The Contractor shall keep the area of work clean and shall remove the debris etc. outside of RailTel's premises, while executing day-to-day work. Upon completion of work, the Contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and disposed as per the directive of the Engineer. In the event of his failure to do so, the same will be arranged to be done by the RailTel and the expenses recovered from the Contractor.
- 5.42.22 The Contractor shall execute the work in the most substantial and workmen like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The Contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/or as per the instructions of the Engineer.
- 5.42.23 The Contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the Contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
- 5.42.24 **Updation of Labour data:**
- A.** Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same and application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B.** "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in" till _____ Month_____Year."

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

All safety rules and codes applied by RailTel at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment / material and work to be performed by him.

5.43.1 Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of Clerical Staff, watch and ward, Storekeepers to take care of equipment, material, construction tools and tackles shall be posted at site by the Contractor till the completion of work under this contract. The Contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

5.43.2 The Contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as found necessary:

- Safety Helmets conforming to IS - 2925.
- Safety Belts conforming to IS - 3521.
- Safety Shoes conforming to IS - 1989.
- Eye & Face Protection devices conforming to IS-8520 & IS-8940.
- Hand & Body Protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.

5.43.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the Contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized RailTel official who shall have the right to ban the use of any item.

- 5.43.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the Contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by Contractor shall have safe plugging system to source of Power and be appropriately earthed. Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum and Carbide of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized RailTel official at the site shall also be taken by the Contractor in all such matters.
- 5.43.5 The Contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 5.43.6 In case of a fatal or disabling injury/accident to any person at construction sites due to lapses by the Contractor, the victim and/or his/her dependents shall be compensated by the Contractor as per statutory requirements. However, if considered necessary, RailTel shall have the right to impose appropriate financial penalty on the Contractor and recover the same from payments due to the Contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by RailTel giving opportunity to the Contractor to present his case.
- 5.43.7 In case of any damage to property due to lapses by the Contractor, RailTel shall have the right to recover the cost of such damages from the payments due to the Contractor after holding an appropriate enquiry.
- 5.43.8 In case of any delay in the completion of jobs due to mishaps attributable to lapses by the Contractor, RailTel shall have the right to recover cost of such delay from the payments due to the Contractor, after notifying the Contractor suitably and giving him opportunity to present his case.
- 5.43.9 If the Contractor fails to improve the standards of safety in its operation to the satisfaction of RailTel, after being given reasonable opportunity to do so and / or if the Contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized RailTel official, RailTel shall have the right to take the corrective steps at the risk and cost of the Contractor after giving a notice of not less than seven days indicating the steps that would be taken by RailTel.
- 5.43.10 The Contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized RailTel official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by RailTel. In addition, periodic reports on safety shall also be submitted by Contractor to the authorized RailTel official from time to time as prescribed.
- 5.43.11 During the course of construction, alteration or repair scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stair in and around site.
- Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 5.43.12 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures etc. Access to such fire protection equipment

shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to RailTel's satisfaction, RailTel shall have option to provide the same and recover the cost plus incidentals from Contractor's bills and / or impose penalty as deemed fit by the authorized representative of RailTel.

5.44 **Consequences of cancellation:**

Whenever RailTel exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the Contractor's risk and cost provided that in the event of the cost of completion (as certified by the Authorised representative of RailTel which shall be final and binding on the Contractor) being less than the contract value, the advantage shall accrue to RailTel. If the cost of completion exceeds the moneys due to the Contractor under the contract, the Contractor shall either pay the excess amount demanded by RailTel or the same shall be recovered from the Contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

5.44.1 In case RailTel completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the Contractor shall consist of cost of materials purchased and/or labour provided by RailTel with an addition of such percentage to cover supervision and establishment charges as may be decided by RailTel.

5.45 **Strikes and Lockouts:**

Not used

5.46 **Guarantee:**

Even though the work will be carried out under the supervision of the authorized representative of RailTel, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of **one year from the date of completion of work** as certified by the authorized representative of RailTel and shall rectify free of cost to RailTel all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the Contractor failing to repair the defective works within the time specified by the authorized representative of RailTel, RailTel may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the Contractor or by other legal means.

5.46.1 The Tenderers has to enter in the register all the material / tools and plants brought to the site for working in the premises available with the Security Staff / Site In-charge / Site Register.

5.46.2 The Tenderers should get all the materials inspected and approved from the authorized representative of RailTel before use. In case of non-approval, if authorized representative of RailTel wish to check the material, cost of breakages and re-doing the same Work will be the sole responsibility of the Contractor own.

5.46.3 The Bill of Quantities enclosed are very indicative and can vary as per the Site conditions, requirements of RailTel or Design of authorized representative of RailTel and the rates quoted shall not be subject to revision. The rates should be quoted in the same units as mentioned in the tender schedule.

5.46.4 The rates quoted in the tender shall include all charges of material, labour, lifts, scaffoldings, any tools & plants, freight, labour conditions, fluctuations in the rates, shift working, Octroi & other taxes and shall be firm for the duration of the contract and any extended period of the contract. No escalation in the rates shall be allowed under any circumstances even in case of extension of time period.

5.46.5 The successful Tenderer is bound to carry out all the items of work necessary for the

completion of the job even though the same may not have been included in the schedule of quantities. Rates for such items shall be settled in consultation with authorized representative of RailTel.

5.47 Rates of extra items/quantity:

The rates of the extra items will be derived from the tender wherever possible.

5.47.1 In case the rates do not exist in the tender, the rate will be derived as per the market rates. The Tenderer shall submit analysis of rates, with assumption of any one item.

5.47.2 If the quantity of any item under execution is varying (as per the Schedule of Requirement), the contractor shall have to execute the same item at applicable vide 5.14.3.

5.47.3 RailTel reserves the rights to vary the quantity by 25% above or below the BOQ without assigning any reason to the contractor.

5.47.4 All the work executed should be got approved by the authorized representative of RailTel and in case of any bad workmanship pointed out shall be either rectified or be taken away from the site if it is not rectifiable and shall be replaced without any extra cost by the Tenderer.

5.47.5 The Tenderer should indicate the breakup of the items of %age of the unit cost for material, wastage, labour, taxes, profits & overheads, etc. separately. This %age shall be the basis for evaluation of the rates of the extra items.

Measurements of the items shall be as per the IS1200 / CPWD manual / BOQ units.

5.47.6 All Government taxes, levies etc. shall be deducted from all the running bills of the Contractors.

5.47.7 All the works executed or under execution finished or semi-finished including all materials lying at site shall become the property of RailTel immediately on receipt of bills of the Contractors for the same.

5.47.8 The procurement of material as required for completion of work shall be the responsibility of the Contractor.

5.47.9 All Fittings / Fixtures, Materials shall confirm to the relevant ISI specifications and shall be approved by the authorized representative of RailTel.

5.48 Rule 144(xi) in General Financial Rules 2017:

Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

SECTION – II**CHAPTER – 6****BID DATA SHEET (BDS)**

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

Reference Clause	Description
Preamble Section – I	Name of work: Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna
Minimum Qualifying Criteria (ITT clause 3.15)	Pls. refer clause 3.15, Chapter-3.
Meaning of Similar nature of work (ITT clause 3.15.3)	Works similar to the scope of work as contained in this tender shall mean Renovation work/ Interior work of office/ Building executed for Govt./PSU/ or public listed companies.
Date, Time and Venue of Bid Opening of Tender (Preamble Clause 1.8 & 1.10)	Venue: RailTel Corporation of India Ltd., 19 th Floor, Aurora Waterfront building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata – 700 091. Date 04.06.2026 Time: 14:30 hrs.
Completion period of work: Preamble Clause 1.9)	30 (Thirty) days from date of issue of Purchase Order/ Letter of Acceptance
Authority and Address: (Preamble Clause 1.10)	Sr. Dy. General Manager/Territory Manager, RailTel Corporation of India Ltd., Eastern Region, Telecom Hub/Patna, Near RRI Building, Karbigahia, End of Patna Jn., Near Central Super Specialty Hospital, Patna – 800001
Earnest Money Deposit (ITT Clause 3.5)	Rs. 45,000/- EMD shall be submitted online through RailTel E-NIVIDA portal.
Validity of offer ITT Clause 3.9 Section – II Chapter –3	60 (Sixty) days from the date of opening of tender
Security Deposit: (GCC Clause 4.16, Chapter –4, Section-II)	Security deposit should be 5% of contract value including GST.

<p>Warranty Period: SCC- Clause 5.22, Chapter –5, Section-II)</p>	<p>12 months from the date of issue of Provisional Acceptance Certificate.</p>
<p>Contract Performance Guarantee: (SCC-Clause 5.3, Chapter –5, Section-II)</p>	<p>Contract Performance Guarantee should be 5% of Contract value including GST</p>
<p>Materials to be supplied by RailTel): (Preamble Clause 1.17)</p>	<p>Nil</p>
<p>Work to be done by RailTel (if any)</p>	<p>Nil</p>

Table to be submitted duly filed: (Annexure-I)

Eligibility Clause No 3.15	Actual Available	Whether Requirement Fulfilled (Yes/No)	Documentary evidence enclosed at
Technical Eligibility. (Pls. refer clause No.3.15)			
Financial Eligibility: (Pls. refer clause No.3.15)			
1.Office Address, 2.Telephone No., 3.Fax No., 4.E-mail ID			
Man Power 1.Engineer, 2.Supervisor, 3. Skilled & Unskilled Manpower			
Equipment/ Machinery			

Signature of the Contractor

CHAPTER - 7

FORMS OF TENDER

Form No. 1	:	Annexure-A/Form No.1 Format for Affidavit
Form No. 2	:	Qualifying Criteria / User's Certificate:
Form No. 3	:	Agreement
Form No. 4	:	Contract Performance Guarantee Bond
Form No. 5	:	Statement of Deviations
Form No. 6	:	Standing Indemnity Bond
Form No. 7	:	System Performance Guarantee Not used
Form No. 8	:	Bank Guarantee for Mobilization Advance - Not used
Form No. 9	:	Works in hand
Form No. 10	:	Acknowledgement of material receiving from RailTel
Form No. 11	:	Extension of period of completion of work
Form No. 12	:	Qualification & Experience
Form No. 13	:	Vendor data sheet

FORMAT FOR AFFIDAVIT TO SUBMITTED BY TENDERER ALONG WITH THE TENDER 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 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 Corporation of India Limited/ Eastern Region), do hereby solemnly affirm 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 Tender document from RailTel eNivida Portal <https://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 clarify 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 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 the process for evaluation of tenders, it shall lead to forfeiture the 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 guaranty 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 tenderer 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:

Dated:

** The details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

QUALIFYING CRITERIA

USER'S CERTIFICATE:

Name of the Firm					
Contract No. & date					
Scope of Work					
Contract Amount (in Indian Rupees)					
Completion Period as per original contract					
Completion Period with extension					
Data of Commencement					
Actual date of Successful Completion					

Name :
 Dated :
 Designation :

(Not below the rank of Executive Engineer)

Signature of the Contractor with
 Company Seal

Note: The relevant User's certificate to be attached.

AGREEMENT

(CA No. _____ for the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna”.

This AGREEMENT is made at Kolkata on this _____ day of _____ two thousand and Twenty Four, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and Regional Office at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata - 700091 acting in the premises through _____/Eastern _____ Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Tender by RailTel for the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna” as per tender papers at Annexure ‘A’ read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Renovation, modification, and interior work at the 2nd floor of RailTel Corporation of India Limited, Eastern Region, Territory Office, Patna” as per copy of Letter of Acceptance of Tender No. _____ Dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

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

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

The contract within named in the presence of:

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

- 2. Signature :
- Date :

Name in Block Capitals :
Address :

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

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

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

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

Proforma for Performance Bank Guarantee

(to be stamped in accordance with the stamp act)

(to be used for performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled commercial Bank and not from any cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block – GN, Sector V, Salt Lake, Kolkata - 700091 (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 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, (name of the Bank) and our local branch at Kolkata (indicate detail address of local Kolkata 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)/Tenderer(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs only.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We, (name of the 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.....) We shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which

under the law relating to sureties would, but for this provision, have affect of so relieving us.

- 6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
- 7. We,Bank further agree that this guarantee shall be invocable at our place of business at/Kolkata (indicate detailed address of the local Kolkata Branch) with Code No.). The branch at Kolkata being advised accordingly.
- 8. We, (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RailTel in writing.

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

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

Dated the day of 2026

for
(Indicate the name of the Bank)

Witness

- 1. Signature :
Name : :
- 2. Signature :
Name : :

STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS

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

Preamble (Chapter I)

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

Instructions to Tenderers and Conditions of Tendering (Chapter - 3)

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

Special Conditions of Contract (Chapter - 5)

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

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

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

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

SIGNATURE AND SEAL OF THE
MANUFACTURER / TENDERER

STANDING INDEMNITY BOND – Not applicable

(For 'on Account' Payments and Stores supplied by RailTel Corporation of India Ltd.)

(On Stamp paper of Requisite Value)

We, _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Ltd. in the premises through Principal Executive Director/Eastern Region or his successor hereinafter referred to as "the Purchaser" all materials for which 'On Account' payments have been made to us against the Contract for _____ vide letter of Acceptance of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

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

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

Dated this _____ day of _____, 2026

for and on behalf of (Contractor)

Signature of witness :

Name and witness in Block letters :

Address :

WORKS IN HAND

Srl. No.	Name of the Project	Party's name & address for whom the work is being done	Total Contract Value	Schedule period of execution (in months)	%age progress in terms of work already done	Likely date of completion	No. of extensions granted	Payments received till date	Remarks

Form No. 10

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAIL TEL

Station:

Date of Issue:

Sub: Receipt of Material from RailTel Corporation of India Ltd.

It is hereby acknowledged that the following materials have been received in full and good condition by me on _____ at _____ for the work under the Agreement

no. _____ dated _____.

SI No	Description of the Material	Unit	Quantity Issued	Remarks

(Signature & Seal of the Contractor)

(Material Delivery witnessed by :
(RailTel Corporation of India Ltd. representative)

EXTENSION OF PERIOD OF COMPLETION OF WORK

Ref No. : RCIL/.....

Date : _____

To,

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

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

Dear Sir,

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

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

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

* Please note that an amount equal to 0.5 % of the total value of the contract per week or part thereof (rounded off to the nearest whole number) subject to a maximum of 10% of the total contract value of the works as a recovery for delay in the completion of the work after the expiry of (1)..... will be recovered from as mentioned in clause 5.27 Chapter-5 of the special conditions of contract for the extended period notwithstanding the grant of this extension. You may proceed with the work accordingly.

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

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

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

Yours faithfully,

for & on behalf of RailTel Corporation of India Limited

Note:

Give here the stipulated date for completion without any penalty fixed earlier.

Here mention the extended date.

Strike out one of the * clauses as applicable.

QUALIFICATION & EXPERIENCE

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

Sl No	Name of Project & Description of work	Party's name & address for whom the work was done	Total Value of the Contract (in Rs.)	Date of award of work and schedule period of execution (in months)	Date of completion and actual period of execution (in months)	Remarks

Note : A certificate from the organization for whom the work was executed should be submitted to indicate that the contract was satisfactorily executed.

(Signature and Seal of the Manufacturer / Contractor)

Jt. General Manager (Finance)
RailTel Corporation of India Ltd. (Eastern Regional Office)
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block – GN, Sector V,
Salt Lake, Kolkata – 700 091

Sub.: Option for Payment through RTGS/NEFT

Sir,

You are requested to remit the payment due to us through RTGS/NEFT into our Current Account. The detail required duly verified by our bank for Online payment is provided here under for needful please.

DETAIL REQUIRED FOR PAYMENT THROUGH RTGS/NEFT

1	Beneficiary Name	: M/s
2	Beneficiary Address	:
3	PAN No.	:
4	GSTIN (list)	:
5	Bank Name.	:
6	Bank A/c No.	:
7	Bank Branch Address	:
8.	Branch Id Code	:
9.	Current Account No.	:
10.	RTGS / IFSC Code	:
11.	NEFT/ IFSC Code	:
12.	MICR no.	:

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, RailTel will not be held responsible. Further, I undertake that till we request a change, paying authority may kindly continue to make the payments in our account as per above detail.

For..... Verified above Bank Particulars for Online payments

Authorized Signatory

Bank's Authorized Signatory

SECTION – III

Chapter -8

**TECHNICAL SPECIFICATIONS FOR INTERIOR AND EXTERIOR FINISHING, ELECTRICAL
AND ALLIED WORKS**

BRICK MASONRY

1. General

- 1.1 All brick work shall be carried out as shown on the drawings.
- 1.2 Whenever the proportion of cement mortar has not been specifically mentioned, cement mortar in the proportion of 1:6 (cement: sand) shall be used.
- 1.3 All external brick walls shall be built with cement mortar having proportion of 1:5 (cement: sand).
- 1.4 Flat brick arches shall be provided wherever required without any extra cost.
- 1.5 Brick work shall be kept while in progress till mortar has properly set. On holidays or work is stopped, top of all unfinished masonry shall be kept wet.
- 1.6 If the mortar becomes dry, whit or powdery, for want of curing, work shall be pulled down and rebuilt at the contractor's expenses.

2. Material

2.1 Bricks

The bricks shall generally comply with IS: 1077. The bricks shall be the best quality locally available, table moulded, well burnt, have plane rectangular faces with paralleled sides and sharp right angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or lumps of any kind and shall not show efflorescence either dry or subsequent to soaking in water.

The brick shall smite a clear ringing sound on being struck and shall not absorb water more than 20% by weight.

Common building bricks shall have a minimum compressive strength of 35 kg./sq.cm. unless otherwise stated in the schedule of quantities.

2.2 Cement

Unless otherwise specified the cement to be used shall be ordinary Portland cement complying with the latest publication of IS: 269.

2.3 Lime

Not Applicable

2.4 Sand

Sand shall conform to ISL 383 and IS: 515.

Sand shall pass through 1.5 sieve 4.75mm (3/16 B.S.) test sieve, leaving a residue not more than 5%. Sand shall be from natural source or crushed stone screenings, chemically inert, clean, sharp, hard, well graded and free from dust, clay, shala, large pebbles, salt, organic matter, mica or other deleterious matter. The sum of all deleterious material in sand shall not be more than 5% by weight.

Sand shall be washed, if directed, to reduce the percentage of deleterious substances to acceptable limits.

2.5 Water

Water for mixing cement/lime mortar shall be clean and free from acids, vegetable matter, etc. Only water fit for drinking shall be approved for use. In case of doubt, water shall be tested in approved lab at contractor's expense.

2.6 Mortar

The mortar to be used for brick masonry shall be from cement/ lime as instructed by the Engineer/Consultant. The ingredients in the proportions specified shall be measured in gauge boxes and thoroughly mixed dry on a clean approved platform with water added afterwards until all parts are completely incorporated and brought to a proper consistency and used within an hour.

No partially or wholly set mortar will be allowed to be used or re-mixed.

When large quantities are required, the mortar shall be mixed by mechanical means.

3. Workmanship

- 3.1 Bricks shall be thoroughly cleaned, well wetted and soaked in fresh water for at least 12 hours before using it.
- 3.2 English bond shall be used throughout in walling except brick on edge and half brick walls shall be built in structure bond. A good bond shall be maintained throughout the work, both laterally and transversely.
- 3.3 All brick work shall be set out and built to the dimensions shown horizontal and in plumb with the frogs facing upwards. Vertical joints shall not exceed 10mm thickness and shall be full of mortar.
- 3.4 No broken bricks shall be used except as closers.
- 3.5 After days work all joints shall be raked to 12mm before commencing further brick work.
- 3.6 The top of walling shall be wetted where let off, before commencing further brick work.
- 3.7 Whole of the masonry work shall be brought up at one uniform level, throughout the structure. Where breaks are unavoidable, joints shall be made in good long steps. All junctions of walls and cross walls shall be carefully bonded into the main walls.
- 3.8 During rains, the work shall be carefully covered to prevent mortar being washed away. Should any mortar or cement washed away, the work shall be removed and rebuilt at the contractor's expenses.
- 3.9 Mortar to be used shall be as specified in respective items.
- 3.10 The wall shall be kept wet for three days after construction.
- 3.11 Wooden plates, door frames or window frames shall be bedded in brick work with fixing clamps or holdfasts embedded in courses of brick work.

4. Mode of Measurement:

- 4.1 Finishes to brick work such as plaster and cement pointing will be paid for separately under plaster.
- 4.2 75mm thick 1:2:4 PCC band shall be provided in half brick thick partition walls and in brick on edge walls at every 1.5M height or as directed PCC band shall not be measured and paid separately.

GENERAL SPECIFICATIONS FOR WOOD WORK

WOOD WORK

1. General

- 1.1 The timber used for wood work shall be sound, well conditions, properly seasoned to suit the particular use and free from defects or combination of defects rendering it unsuitable for the purpose intended.
- 1.2 All timber used structurally shall comply with the relevant requirements of Indian Standards.
- 1.3 All timber is to be ordered and delivered immediately to the site for open stacking for as long as possible before use. All timber will be inspected by the supervising officer and if not approved by him shall be removed from the site immediately. Not with-standing the supervising officer's approval, any timber incorporated in the works found to be in any way defective before the expiry of the Defects Liability Period, shall be removed and replaced at the sole expense of the contractor.
- 1.4 Timber shall be free from hire borer, beetles or other insects attack when brought to the site. The contractor shall be responsible till the end of maintenance period for executing any work necessary to eradicate insect attack at his own expenses including the replacement of timber attacked or suspected of being attacked, notwithstanding that the timber may have been inspected already and passed as fit for use.
- 1.5 The moisture content of the timber used for internal joinery is to be 10% and that used for external doors and frames is to be 16% when the joinery is delivered to the site, and these moisture contents are to be maintained until the building is finished. The Engineer/Consultant will require evidence of correct moisture content to be submitted to him before the joinery is fixed. The moisture content of timber shall be determined according to method described in paragraph 4 of I.S. 287 for "Maximum Permissible Moisture Content of Timber used for Different Purposes in Different Climatic Zones".

2. Material and Workmanship:

- 2.1 Teak Wood
Not used

- 2.2 Flush Doors Flush doors shall be solid core unless otherwise specified, consisting of wood core or framing covered with 6mm plywood both sides and complying where applicable with the IS: 2202.

The solid core shall be wood laminates prepared from battens of well seasoned and treated good quality wood having straight grains. The battens shall be of uniform size of about 25mm width. These shall be properly glued and machine pressed together with grains of each piece reversed from that of adjoining one. The longitudinal joints of the battens shall be staggered and no piece shall be less than 50cms length.

Alternatively, the core shall be of solid teak particle board. Edges of the board shall be lipped internally with teak wood battens of 4cm (minimum) depth, glued and machine pressed alongwith the core. If specified the flush doors shall be veneered and polished as per the standard methods specified or to be provided with laminations as specified.

Thermosetting synthetic resin conforming to IS: 303 or moisture-proof plywood grade MP F.I. shall be used in manufacture.

All flush doors shall be edged all round with 25mm thick wood lapping, tongued and glued in.

Doors described as “external” shall be covered both sides with 6mm exterior quality plywood.

All flush doors shall be plain on both faces and be free from all waves, ripples or distortions of any kind.

Any door, which after the application of paint or polish, shows any defect of this nature shall be removed and replaced at the contractor’s expense.

2.3 Plywood

Plywood shall be obtained from an approved source to the correct thickness specified. The contractor will not be permitted to make up the required thickness by gluing together sheets of thinner plywood.

Plywood shall be manufactured from topical hardwoods of the first grade for “interior” quality.

Where veneered plywood is specified, samples must be submitted to the supervising officer for his prior approval.

2.4 Block

Block board shall be of approved manufacture and comply with relevant I.S. and shall be “exterior quality”.

2.5 Frames

Frames to doors, windows and other joinery shall be provided and built in to the size shown on the drawings.

The scantlings shall be accurately planned smooth. Rebates, roundings and mouldings shall be made as shown on the drawings. Patching or plugging of any kind shall not be allowed.

Joints shall be single, neat and strong. Frame joints shall be glued together with synthetic resin. All mortice and tenon joints shall fit in fully and accurately without wedging or filling. The joints shall be pinned with hard wood or bamboo pins of 10mm to 12mm dia after the frames are put together and pressed in position by means of a press.

All portions of timber abutting against or embedded in masonry or concrete shall be treated against termites by giving a coat of approved wood preservative.

Frames shall be securely fixed on walls, columns, and beams by means of hold-fasts.

Holdfasts shall be secured to frame and laid in the course of brick masonry.

When door or windows to be fixed to RCC column, wall or beam, holdfasts shall be substituted by suitable arrangements such as coach screws, rawl bolts, etc.

If the width of the door or window exceeds 1mtr holdfasts or coach screws or rawl bolts shall be provided at the top and bottom (if applicable). These shall be at minimum distance of 60 cms.

The frames shall be protected during progress of work by suitable means. Frames and shutters shall not be erected before the approval of the Architect.

2.6 Architraves

Architraves shall not be installed until after the wall coverings have been formed or constructed, unless

otherwise specified.

Where Architraves are required to be installed before the wall coverings have been formed or constructed because of their design and detail, they shall be protected against damage by suitable casings.

2.7 Framed and Panelled Doors

Panels shall be of pattern and size shall be approved.

Panels shall be in one piece wherever possible. Where two or more pieces are permitted they shall be of equal width, tongue and grooved.

Panels shall be framed into grooves made in styles and rails to the full depth of groove and faces shall be closely fitted to sides of groove.

Where panels specified are block board, or chip board, it shall also be fixed in similar manner as shown above. Partly paneled and partly glazed shutter shall be similar to paneled shuttered except glazed parts shall receive plain or ground glass as specified. Styles and rails shall be rebated 12mm to receive glass. Sash bars shall be moulded and rebated and mired on sides to receive glass. The glass shall be fixed with wooden beads.

2.8 Skirting

Skirting shall be as specified.

Skirting shall not be installed until after the flooring is laid, unless otherwise specified.

Where skirting are required to be installed before the flooring is laid because of their design and detail, skirting beads shall be scribed on their lower edges to follow the contour of the flooring and shall be secured back to the wall by screws.

2.9 Scribing

All skirtings, architraves, plates and other joinery works shall be accurately scribed to fit the contour of any irregular surface against which they may be required to form a close butt connection.

2.10 Iron Mongery The contractor shall provide and fix the iron monger required by the particular specification or shown on the drawings or as per Architect's instruction. The use of nails for fixing iron monger will not be permitted. The contractor shall hand over all the work in a finished stated and to the satisfaction of the Architect. All iron mongers shall be of first quality and shall be obtained from an approved manufacturer. The contractor will be required to submit for approval samples of all items of iron monger he proposed to use.

3.1 Measurements

Not used

GENERAL SPECIFICATIONS FOR METAL WORK

METAL WORK

1. Material

1.1 Mild Steel

Mild steel shall comply with IS: 226 of 1955 and IS: 1977 of 1962.

This steel shall not have more than 0.06% of Sulphur and 0.065% of phosphorous. The carbon content shall not exceed 0.30% and the steel shall be of weldable quality.

1.2 Aluminium

Aluminium shall be of the approved alloy and shall comply with IS: 733.

The aluminium shall be anodized to minimum thickness of 25 microns.

2. Workmanship

2.1 Smithing, Shearing and Cutting

All smithing, welding, cutting and bending shall be soundly and neatly executed, care being taken not to overheat. All frame cut edges and welds shall be neatly grounded off on completion.

2.2 Aluminium Doors and Windows

2.2.1 General Minimum thickness of Aluminium section shall be 2mm. All the frames shall be made to the exact size of the opening, without leaving any gap. Any small discrepancies shall be filled with gun applied mastic. The frames coming in contact with zinc chromate conforming to IS: 104 – 1950.

All anodized surfaces of Aluminium shall be covered with a thick layer of clear transparent lacquer based on methacrylates or cellulose butyrate for protection against accidental damage or from wet cement during the progress of work. This coating shall be removed on completion.

All Aluminium work shall be washed with mild solution of non-alkali soap and water before handing over.

2.2.2 Aluminium Openable Door

The outer frame shall be out of minimum 100 x 45mm. The fixed glazed fanlight if any shall also be made out of 100 x 45mm or as specified in the drawing. The glazing shall be fixed by means of PVC glazing gaskets with concealed screwless beveled glazing clips. Minimum glass thickness for doors shall be 5mm and optically true. The openable shutters shall be provided with dead lock, Aluminium handles, floor springs, concealed tower bolt if two shutters.

Approved weather stripping shall be provided to stop completely air and water infiltration. The openable shutter shall have bottom and top styles out of minimum 100mm x 45mm and vertical styles out of minimum 50mm x 45mm or as specified.

2.2.3 Aluminium Windows

The outer frame shall be cut of minimum 65mm x 40mm sections or as specified.

The openable shutters shall be from Z sections out of minimum 40mm x 40mm or as specified.

The glazing shall be fixed by means of concealed screwless snap on clips with PVC gaskets.

Approved weather stripping shall be provided to stop completely air and water infiltration.

The openable shutter shall be provided with standard hardware like hinges or pivots, with pins, handles, locking arrangement, etc.

The louvered window (if provided) shall have approved hardware for adjustable louver blades. The glazing shall be minimum 5mm thick and optically true.

2.3 Shop Inspection

The supervising officer shall be granted full facilities and any necessary assistance for inspection of materials and assembled parts in the contractor's (or his sub-contractor's) workshop. At least two weeks notice shall be given to the Engineer in writing prior to the dispatch of finished components to the site to enable the Engineer to inspect and approve the materials and workmanship at the workshop.

Approval of work at the workshop does not relieve the contractor of his obligation to carry out the work complete at the site to the Consultants' satisfaction and in accordance with the contract.

3. Measurement

- 3.1 Clear openings as given by the Architect's in the plan shall be considered (length and height) for payment of doors, windows.

GLASS WORK

1. **General**

- 1.1 Glass generally shall comply with the requirement of relevant I.S. and be free from bubbles, specks, waves, flaws or any other defects.

2. **Material**

- 2.1 Clear Plate Glass The clear plate glass shall be minimum 5mm thick flat drawn sheet of selected glazing.
- 2.2 Glass for Louvers The glass for louvers blades shall be rough cast obscured rolled glass, 5mm thick with all exposed edges ground and polished.

2.3 Putty

The putty for glazing to timber frames and to metal frames to be of approved manufacture.

3. **Workmanship**

- 3.1 All glass shall be accurately cut to fit easily into rebates with a tolerance of 2mm all round. It shall be back

puttied, sprigged for timber rebates (pagged for metal rebates) and neatly front puttied. Care to be taken to ensure that the putty does not appear above the sight lines.

- 3.2 The contractor must allow in his rates for the protection of all work in this section and for replacing any cracked, scratched, broken or defective glass prior to handing over. He must also allow for cleaning all the windows inside and out and other glass on completion with an approved window cleaner and wash leather and for removal of all paint splashes.

4. Measurements

- 4.1 The rates for glazing is included in the respective items of doors, windows, ventilators etc.
- 4.2 No separate payment shall be made for glazing unless otherwise specified.

GENERAL SPECIFICATIONS FOR FLOORS, WALL & CEILING FINISHES

FLOOR, WALL & CEILING FINISHES

1. General

- 1.1 Portland cement and sand shall be as described in the Technical Specifications.
- 1.2 Contractor shall submit samples of all kinds of tiles, stones, marble, etc. for approval before ordering the same or as an alternative all kinds of tiles, stones, marbles shall be used as per the samples shown to the contractor.
- 1.3 Where required the flooring shall be machine polished.
- 1.4 Surface to receive flooring tiles, etc. shall be cleaned thoroughly from all dust, dirt, mortar deposits, laitance water, etc. and washed clean with water.
- 1.5 Minimum 25mm thick line mortar (1:2) bedding floated with cement slurry shall be laid in such levels and thickness as required in the area of work. The thickness mentioned is only indicative and may vary in some particular areas. No extra will be paid on account of any variations in thickness or bedding mortar. The bedding mortar shall be compacted with wooden floats. For dado work the bedding material will be 15mm to 20mm thick (1:4) cement mortar.
- 1.6 The joints in tiles shall be neatly pointed with coloured cement to match with the tiles.
- 1.7 Coloured vitrified pattern glazed tiles, glazed tiles shall be Kajaria, somany, Johnson first quality make in sizes specified in the Schedule of Quantities. The pattern and colour will be selected by the Engineer before ordering these tiles. Chipped, cracked or worked tiles shall not be used in the work. The tiles shall be minimum 6mm thick and the best quality.
- 1.8 Neat cement plaster of honey like consistency shall be spread over mortar bed (over such area that may accommodate about 20 tiles).
- 1.9 Tiles shall then be fixed with a thin coat of cement paste on the back of each tiles and then each tile being gently tapped with a wooden mallet till it is properly bedded and in level with adjoining tiles.
- 1.10 Joints shall be fine and as imperceptible as possible.
- 1.11 After tiles have been laid in a room or a day's fixing work is complete, surplus cement grout that may have come out of the joints may be wiped off gently and joints cleaned.
- 1.12 A thin slurry of coloured cement matching to the colour of tiles shall be spread over it and rubbed so as to seal even a thinnest joint between the tiles and make it impervious.
- 1.13 The flooring shall be cured for seven days. The tiles shall be polished and finished according to the instruction of Architect and in conformity of IS: 1443.
- 1.14 The tiles shall be fixed with neat cement grout on a backing coat consisting of 1:4 cement sand plaster of 15mm to 20mm thickness.

1.15 The top and bottom junctions of tiles shall be rounded off neatly as directed.

1.16 The joints shall be filled with matching shade coloured cement slurry.

2. Measurements

The rates quoted should include for all materials and labour and for execution of work at any level. Lift of material will not form a criterion for any extra amount. It also includes providing and fixing scaffolding and removing the same after completion, machine polishing, hand polishing, curing and cleaning the entire work on completion.

GENERAL SPECIFICATIONS FOR PAINTING & POLISHING

PAINTING & POLISHING

1. General

- 1.1 All paintings shall be carried out by a skilled painter with paints and shades as approved by the Engineer/Consultant.
- 1.2 Paints generally shall be ready mixed and supplied and delivered to site in sealed containers clearly labelled.
- 1.3 Paints are to be used strictly in accordance with the manufacturer's instructions and no contamination by mixing with other brands or materials will be permitted. Thinning is also permitted if it is in accordance with the manufacturer's printed instructions.
- 1.4 Wherever required scaffolding shall be double scaffolding so it is independent of structure or walls.
- 1.5 The surface to receive the paint shall be thoroughly cleaned from mortar droppings and foreign matter. All broken edges, cracks, loose plaster and wavy surfaces shall be brought up by patch plaster work or by plaster of Paris.
- 1.6 All metal fittings and fastenings are to be removed before preparatory processes, cleaned and refixed in position on completion. Wherever it is not possible the fittings shall be protected by covering it with polythene sheet or clothes, etc. at no extra cost.
- 1.7 All cracks, crevices and holes to be scrapped out, primed and made good with hard stoppings, faced up, rubbed down to an even surface. The hard stopping must be of approved make, or made up on the job site according to the approved practice. All knots in wood work to be treated to prevent bleeding. Large or loose knots to be cut out and replaced with ground wood or cut back and the surface made good with stopper. Smaller knots to be treated with two thin coats of knotting. The knotting used shall be of approved make, free from resin.
- 1.8 This preparation and priming should be followed immediately by painting, with approved paint.
- 1.9 Painting shall be done to the entire satisfaction of the Engineer/Consultant. If Engineer/Consultant feels that surface is not achieved properly, additional coat/coats of paint shall be applied until the required surface is achieved at no extra cost.
- 1.10 All rubbish to be cleaned from time to time as it accumulates, and the premises left clean and fit. All locks to be eased and oiled. Hot and cold water tanks and flushing tanks of WC's cleaned out and all taps washed. All floors to be scrubbed on completion of the work.

2. Materials and Application

2.1 Flooring:

Borders, margins, bands, nosings, etc. are not payable extra. Treads shall be measured as floors, risers as skirtings. However, areas of returns (finished thickness), nosing shall be added respective items.

No extra shall be paid for cutting of glazed tiles or for wastage thereof.

2.2 **Finishing:**

Items of plastering apply to all locations including rough sides of walls, curved surfaces, all heights, etc. Preparation of surfaces including raking out joints, hacking, brushing, watering, etc. is included.

Drip mouldings shall not be payable extra.

Grooves shall be provided in plaster as directed by RailTel at corners of ceiling slabs around the columns & beams at no extra cost.

Strips of G.I. chicken mesh 250mm wide shall be provided in plaster at all junctions (which are flush) between masonry/columns, masonry/beams.

2.3 **Plaster of Paris Punning (P. O. P.)**

If the plaster surface is to be finished with plaster of paris punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for plaster of Paris punning. The surface shall be thoroughly cleaned of dust then only damped but not soaked before the application of plaster of paris punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in watertight bags or containers. Paste shall be prepared by adding required quantum of water and it shall be used before it sets. No dropping paste shall be used in the work. Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface working from top to bottom. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water, then sand papering the same after it is dry. Pilling in plaster shall be made good with plaster of paris mixed with colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. The surface shall be allowed to dry thoroughly before the regular coat of paint is applied. The measurement shall be in square metre.

2.4 **Plastic Emulsion Paint:**

Plastic emulsion paint shall be of approved manufacturer and shall generally conform to IS- 5411 (Part-I)- 1969.

The colour and shade of the emulsion shall be got approved by the Engineer-in-Charge/Consultant. Double scaffolding shall be used, ladder if used shall be tied with old gunny bags at top to prevent damage or scratches to the walls. The instructions of the manufacturer shall be followed, in application of priming and finishing coats. Turpentine or any other solvent shall not be used for thinning the paint. Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Engineer-in-Charge/Consultant in 3 coats, Contract shall carry out additional coats of painting to approval at his expenses. Care shall be taken that dust or other foreign material does not settle or disfigure the various coats. The measurement shall be in square metre.

2.5 **Miscellaneous:**

The work of cupboard/cabinets shall be done as per drawings. The depth of cupboards shall be as shown in specification(SOR). The work includes holdfasts and other accessories usually required for complete installation. All inner surfaces shall be painted & outer face polished as per Engineer-in-Charge/Consultant's approval. All exposed cut ends of boards shall be provided with hardwood lippings. Wood to be used shall be of the best available quality. The joints in cement concrete pavements/roads shall be formed as per design and pattern. The joints shall be cleaned and neatly filled with 'A' grade sealing compound. Side kerbs shall be made in situ to design and volume paid for in the same item. Required side forms shall not be paid separately.

2.6 French Polishing

French spirit polish shall be of an approved make conforming to IS: 346. If it is to be prepared on site, the polish shall be made by dissolving 0.7 kg. of best Shellac in 4.5 litres of methylated spirit without heating. Pigment may be mixed to obtain required shade.

The pad, made out of clean fine cotton cloth and cotton wool, shall be used to apply polish. The pad shall be moistened with polish and rubbed hard on the surface applying the polish sparingly but uniformly and completely over the entire surface. Another coat shall be applied in the same way after the first coat has dried sufficiently.

The finishing coat shall be applied with new clean pad slightly damped with methylated spirit and rubbed lightly and quickly with a circular motion, till the surface attains uniform texture and high gloss as per the satisfaction of the Architect.

2.7 Wax Polishing

Wax polish shall be bought readymade from the market as approved by the Engineer/Consultant or otherwise it shall be prepared on the site as below.

This shall not be prepared from a mixture of pure bees wax, linseed oil, turpentine oil and varnish in the ratio of 2:1½:1:½ by weight. The bees wax and the boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm and turpentine oil and varnish added in the required proportion and well stirred.

The first coat shall be applied with the prepared mixture, evenly with a clean cloth pad in such a way that no blank patches are left. This coat shall be rubbed continuously for half an hour.

When the surface is dry a second coat shall be applied in the same manner but shall be rubbed continuously for an hour or until the surface is dry.

Final coat then shall be applied and rubbed for two hours or more until the surface has assumed a uniform gloss showing no sign of stickiness when touched. The rubbing shall be continuous with uniform pressure and frequent change in direction.

3. Measurements

- 3.1 The work will have to be executed at any height above ground level. Lift of material will not form a criterion for extra amount.
- 3.2 Rates quoted shall include for all materials and labour, providing and fixing scaffolding and removing the scaffolding after completion of work. Nothing extra will be paid for work if arises, round angles, fair edges, narrow returns, splays, mouldings, grooves etc.
- 3.3 Where painting, polishing etc. is included in the items such as doors, windows, ventilators, gates and false ceiling etc., painting will not be measured separately.
- 3.4 While painting work is being carried out, flowing, dado, skirting and other finished works shall be fully protected from being smeared with paint. Any paint marks shall be cleaned instantly. The contractor shall cover for this in his rates and clean the areas after the painting is over.

3.5 PRODUCT MAKE AND DESCRIPTION

Make/Brand if specified in the SOR, the specified Make/Brand shall be used in the work.

Product makes & description

S. NO.	DESCRIPTION	MAKE/ BRAND	REMARKS
1	Plywood	Ply-Avenger/ Saburi	Plywood shall be formed by three or more layers of veneer glued and hot pressed together with the grain of adjacent veneers running at right angles to each other. The veneers for all grades shall be either rotary cut or sliced. The thickness of all veneers shall be uniform within a tolerance of +5%. Corresponding veneers on either side of the center shall be of the same thickness and species. In a 3 ply-board upto 6mm. Thick, the combined thickness of the face veneers shall not exceed twice the thickness of center ply. In a multi-ply board, the thickness of any veneer shall not be more than thrice the thickness of any other veneer.
2	Fire rated door	Tufwud or equivalent	
3	Pre-laminated particle board	Action/Tesa/ Century	
4	Plastic Laminate	Formica	
5	Natural Veneer	Century / merino	
6	Block board	Duro/century/green	
7	Fiber Acoustic Ceiling	USG Bora/Armstrong	
6	Gypsum Board / GI Ceiling frame	Gyproc or equivalent	
9	Perforated Gypsum Board	Gyproc or equivalent	
10	Glasswood	Punj Lloyd	
11	Latex Rubber Form	MM Foam	
12	Synthetic Carpet	Mohawk / Salisbury	
13	Vitrified Floor tiles	Kajaria/ Somany/ Jonson	
14	Plastic Emulsion Paint	Dulux / Berger/Asian Paints	
15	Wall putty	JK/Dulux / Berger	
16	Wood Polish	Dark / Light natural spirit polish	
17	Powder Coating Paint	Berger	
18	Waterproofing compound	CICO	
19	Anti Termite	Aldrin / Lethal	

	Chemical		
20	Vertical Blinds	Venito or equivalent	
21	Blackout Blinds	Venito or equivalent	
22	Glass	St. Goabin or equivalent	
23	Drawer Channels	Elbco / Flyrail	
24	Locks/handles/hinges	Hettich/Hafele	
25	Door closer / floor spring	Doorking / Everite	
26	Full Height partition with Aluminum Section	Jindal/Bison	

Note: In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Architect.

3.6 List of important relevant applicable codes

i.	IS:204	Specifications for Tower Bolts
ii.	IS:287	Recommendations for max. permissible moisture content of timber
iii.	IS:303	Specification for plywood for general purposes
iv.	IS:451	Technical supply condition for wood screws
v.	IS:513	Specifications for Sheet steel components
vi.	IS:729	Specifications for drawer locks, cupboard locks & box locks
vii.	IS:848	Specifications for Synthetic resin, adhesive for plywood (phenolic and amino plastics)
ix.	IS: 1200	(P21) Wood work and Joinery
x.	IS: 1328	Specifications for veneered decorative plywood
xi.	IS: 1659	Specifications for block board
xii.	IS:1734	Determination of density and moisture contents
xiii.	IS:2338	Code of Practice for finishing of wood and wood based materials (Part – 1)
xiv.	IS:2932	Specifications for enamel, synthetic, type-1 (a) undercoating, (b) finishing, colour as required
xv.	IS:3087	Specifications for wood particle boards
xvi.	IS:3097	Specifications for veneered particle boards
xvii.	IS:3618	Phosphate treatment for anti rust treatment
xviii.	IS:5807	Method of tests for clear finishes for wooden furniture
xix.	IS:6005	Degreasing, Pickling and Passivation for anti rust treatment
xx.	IS:8756	Specifications for mortise ball catches

Note: Only latest editions of above referred codes shall be followed.

ELECTRICAL SPECIFICATIONS

SPECIFICATIONS OF ELECTRICAL & ALLIED WORKS AND HVAC WORKS

1. The contractor is required to provide all materials, labour, tools and implements including necessary scaffolding for the satisfactory execution of the job. All safety requirements, labour rules, electricity rules and other statutory requirements are to be strictly observed. The contractor will ensure that no damage to RailTel/Railway's property will be caused during execution of the work. If any damage is caused to the same regardless, the contractor shall make good the damages to original finish at their cost.
2. The contractor will ensure that all terminations of wires and cables including earthing are to be compulsorily crimped with proper sockets of requisite size.
3. No flexible GI/ PVC conduit is allowed to be used anywhere except with the permission of the Engineer-in-charge unless specifically required as in the case of meter loops. In such cases proper termination of the flexible GI conduit will have to be done with heavy-duty brass end couplers. Existing conduits are not to be used for rewiring.
4. All conduit wiring shall be drawn on original ceiling or wall and should not rest on false ceiling under any circumstances.
5. Drawing showing the layout of wiring and fittings position are to be submitted to the RailTel before payment of final bill.
6. The work will be executed strictly in conformity with the specifications and any deviation will be admissible only if approved by Engineer-in-Charge/Consultant prior to the actual execution of the item of work. Any such deviation/ poor workmanship if not acceptable to the RailTel will have to be redone in terms of the actual stipulations.
7. It shall be presumed that rates have been given considering the removal of all debris and other waste materials from site and it shall be ensured that the contractor maintains the site in a clean manner.
8. Test reports, guarantee cards, test certificates if any have to be submitted with final bill.
9. The RailTel does not undertake to provide any lockable space, security, power and water to the contractor but where available the same may be used. However, the contractor will have to arrange their own security of the materials to be used and installed till handover and the RailTel shall not be liable to make good any loss on this account.
10. The contractor shall ensure that their personnel conduct themselves in a manner befitting and observe decorum in all their dealings. If RailTel desires that any workmen be removed and replaced because of their conduct, the contractor shall arrange forthwith the same without any questions whatsoever.
11. The contractor shall arrange for all safety kits to be used by their personnel and will ensure that no unsafe practices are followed.
12. The contractor is required to observe religiously the provisions and requirements of the Contract Labour Act 1970 read with the Contract Labour (Regulation and Abolition) Control Rules 1971 and any revisions to the same during the currency of the contract and is to keep the principle employer absolved from any shortfall/ lacuna on

the part of the contractor. All necessary records are to be kept and return to be filed accordingly.

13. All electrical works shall be carried out in accordance with the provisions of Indian electricity Act, 1910 and Indian Electricity Rules, 1956 amended upto date.

14. Only the contractor having valid Electrical Contractor License of the State shall be eligible to execute the same. The contractor shall be responsible for renewal of the same at the appropriate time.

15. All three phase power distribution boards shall be properly earthed as per relevant I.E. rules and provided with suitable Danger Board.

16. Installation Mains Panel, DB's and all runs of mains and sub-mains, and distribution wirings to individual points including the exact position of all light fittings and switch boards shall be first marked on the buildings and shall be approved by the Engineer-in-Charge before actual commencement of the work.

17. **Switchgear**

IS:375 Markings and arrangements for switchgear bus-bars, main connections and Auxiliary wirings.

18. **Cables:**

All cables shall conform to IS-692, IS-7098, IS-1554 (Part-I) 1964 and IS 694-1990 or latest.

The DBs shall generally be installed at a height of 2.13 m (7 ft) from floor level.

Switch Boards shall be installed at a height of 1.3 mtrs (4'-3") and above the floor level.

IS: 1653 Specification Rigid Steel conduits for electrical wiring.

IS: 3837 Specification for accessories for rigid steel conduits for electrical wiring.

IS:5133 Boxes for the enclosure of electrical accessories (Part -1, Steel & C.I. Boxes).

IS: 1293 3 pin plugs & socket outlets

IS: 371 Ceiling roses

IS: 2448 Adhesive insulating tapes for Electrical purposes (Part I & 11)

IS: 191 General & safety requirements for electric lighting fitting.

IS: 374 Electric ceiling fans and regulators

IS: 2312 Propeller type AC ventilating fans

IS: 3043 Code of practice for earthing.

IS: 1885 Glossary of terms for Electrical cables and conductors.

IS: 1646 Code of practice for safety of buildings (General) electrical installation.

IS: 2309 Protection of buildings & allied structures against lightning.

List of approved makes of materials for Electrical Work

S.No.	Item Description	Make / Brand
1.	PVC insulated / copper wire 650 V grade conforming to IS:694/1977	Polycab/Finolex/KEI
2.	PVC conduit pipe (ISI Marked)	BEC, Steel Kraits, AKG
3.	Switches and Sockets	L&T
4.	MCB & DB	Standard, MDS, Schneider L&M
5.	ELCB & MCCB	MDS, Schindler, Siemens, L&T
6.	Metal Clad Sockets	MDS, Schindler, MK
7.	Telephone Wires	Finolex
8.	UTP Cable	D-Link/AMP/Commoscope
9.	GI pipe for earthing	TATA, Gujarat Steel Tube, Jindal
10.	Armoured Cable	Finolex, CCI, FortGiloster
11.	Ceiling / wall / exhaust fan	GEC, Crompton, Khaitan

Note: In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the RailTel work-in-charge. Also the preference of make/brand of the material listed above will be decided by the work-in-charge.