

N.F.Railway**GOVERNMENT OF INDIA
N. F. RAILWAY****E-TENDER NO: N-2026-27-03-Dy.CSTE-NW**

**Name of the work : S&T associated work in connection with the work
“Renovation of Indoor stadium at NFRSA including
civil engineering works in connection with centralized
AC and development of Toilets & circulating area”.**

Tender Value : Rs.38,24,361/-

Bid security : Rs.76,500/-

Cost of Tender Document : Nil

Date of Closing : 06/07/2026 at 15:00 Hrs.

Date of Opening : 06/07/2026 at 15:30 Hrs.

Completion Period : 90 Days.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-I

**NORTHEAST FRONTIER RAILWAY
SIGNAL & TELECOMMUNICATION DEPARTMENT
E-TENDER NO. N-2026-27-03-Dy.CSTE-NW**

GENERAL INFORMATION AND INSTRUCTIONS:-

Open E-tender is invited by Deputy Chief Signal & Telecom Engineer/Network, N. F. Railway for and on behalf of the President of India for the following work:

1	E-Tender No.	N-2026-27-03-Dy. CSTE-NW
2	Name of work	S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area”.
3	Tender value	Rs. 38,24,361/-
4	Amount of Bid Security to be deposited	Rs.76,500/-
5	Validity of offer	60 (Sixty) days from the date of opening.
6	Date & Time of closing of E-Tender	06/07/2026 at 15:00 hrs.
7	Date & Time of opening of E-Tender	06/07/2026 at 15:30 hrs.
8	Completion period	90 days.
9	Web site where details of tender notice & document can be seen	www.ireps.gov.in
10	NOTE: (1) For any changes of tender, Please check on internet website/newspaper for Corrigendum of the original tender notice.	

11. Bidder will be able to submit their original/revised bids up to closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.
12. Railway administration will not be responsible for any delay/difficulty/inaccessibility of the downloading facility for any reason whatsoever.
13. Before submitting tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive in accordance with the provisions in tender document for the completion of works to the entire satisfaction of the Engineer.
14. The Bid Security shall be deposited either in cash through e payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. Bank Guarantee bond to be submitted as per the format given in **Annexure-J**.
15. **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document **before closing date** for submission of bids (**i.e., excluding the last date of submission of bids**)
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the

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identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope

- vii. The envelope shall addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
16. Care in Submission of Tenders:
- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
17. On IREPS Module, a facility has already been created for online submission of Annexure-V of GCC-2022 (Annexure-I as per tender document). Therefore, the provision of downloading of Annexure-I of tender document (i.e Annexure-V of GCC-2022) & uploading of physically signed Annexure-I by the tenderer is not mandatory, if Annexure-V of GCC-2022 (Annexure-I as per tender document) is submitted online. However, if Bidder doesn't find such facility for online submission of Annexure-V of GCC-2022 (Annexure-I as per tender document), he/they shall submit physically signed copy as provided in Tender Document. Non submission Annexure-V of GCC-2022 (Annexure-I as per tender document) by the bidder shall result in summarily rejection of his/their bid. **In case of other than Company/Proprietary firm, Annexure-I(I) shall be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.** Non submission Annexure-I(I) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested / digitally signed by which they/he are /is qualifying the Qualifying Criteria mentioned in the Tender Document.

18. **Participation of JV Firms: - Not Permitted.**

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**NORTHEAST FRONTIER RAILWAY
SIGNAL & TELECOMMUNICATION DEPARTMENT
TENDER FORM (FIRST SHEET)**

E- Tender No. N-2026-27-03-Dy.CSTE-NW

NAME OF THE WORK: S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area”.

To

The President of India,

Acting through the Deputy Chief Signal & Telecom Engineer/ Network, N.F.Railway,
Northeast Frontier Railway, Maligaon-781011

1. I/We _____ have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for Northeast Frontier Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **90** days from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **Rs.76,500/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is Valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is.....withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, 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 Witness:-

(1) _____

(2) _____

Signature of Tenderer(S)

Date _____

Address of Tenderer(S)

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TENDER FORMS (SECOND SHEET)**1. Instructions to tenders and conditions of tender: -** The following documents form part of Tender / Contract:-

- (a) Tender forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Deputy Chief Signal and Telecom Engineer/Network, Northeast Frontier Railway, Maligaon or obtained from the office of the Deputy Chief Signal and Telecom Engineer/ Network, Northeast Frontier Railway on payment of prescribed charges.
- (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. Drawings for the work: - Not applicable.

- 3. The Tenderer(s) shall quote his / their rates as a percentage above or below or at par the Schedule rates of the tender schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
- 4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
- 5. The works are required to be completed within a period of **90** days from the date of issue of acceptance letter.
- 6. **Bid Security:** (a) The tenderer (s) is/are required to make payment through **online/ Bank Guarantee bond** in favour of **PFA & CAO, N.F Railway Maligaon** a sum of **Rs. 76,500/-** as Bid Security Money. **Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.** Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority. Labour Cooperative Societies shall submit only 50% of above Bid Security mention above.

(b) The Tenderer(s) shall keep the offer open for a minimum period of **60 days** from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is /are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Deputy Chief Signal and Telecom Engineer, Northeast Frontier Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto-while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than , the Railway shall return the Bid Security so retained as per sub para (c) above, to the Contractor.

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7. **Rights of the Railway to deal with tender:** - The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. **Eligibility Criteria: NIL**

11. **Tenderer's Credentials:** Documents to be produced along with the tender are as follows:

- (i) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (ii) On IREPS Module, a facility has already been created for online submission of Annexure-V of GCC-2022 (Annexure-I as per tender document). Therefore, the provision of downloading of Annexure-I of tender document (i.e Annexure-V of GCC-2022) & uploading of physically signed Annexure-I by the tenderer is not mandatory, if Annexure-V of GCC-2022 (Annexure-I as per tender document) is submitted online. However, if Bidder doesn't find such facility for online submission of Annexure-V of GCC-2022 (Annexure-I as per tender document), he/they shall submit physically signed copy as provided in Tender Document. Non submission Annexure-V of GCC-2022 (Annexure-I as per tender document) by the bidder shall result in summarily rejection of his/their bid. **In case of other than Company/Proprietary firm, Annexure-I(I) shall be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.** Non submission Annexure-I(I) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested / digitally signed by which they/he are /is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (iii) The Railway 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 Railway, 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 Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (iv) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to **two** years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto **two** years.

12. **Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.**

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- ** SPL NOTE:** -(1) The documents which are not enclosed here with can be seen in the office of Deputy Chief Signal & Telecom Engineer/Network, N.F.Railway, Maligaon on any working day during office hours.
(2) Moreover any latest Guidelines/Circulars/Correction Slip issued by Railway Board/RDSO or Zonal Railway shall be followed unconditionally.

13. **Execution of Contract Documents:** The successful Tenderer (s) shall be required to execute an agreement with the President of India acting through the Deputy Chief Signal & Telecom Engineer/Network, Northeast Frontier Railway, Maligaon, for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
14. **Documents to be submitted Along with Tender**
- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
- (a) **Sole Proprietorship Firm:**
- (i) All documents in terms of Para10 of the Tender Form (Second Sheet)
- (b) **HUF:**
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para10 of the Tender Form (Second Sheet).
- (c) **Partnership Firm:**
- (i) All documents as mentioned in Para 18 of the Tender Form (Second Sheet).
- (d) **Joint Venture (JV):** All documents as mentioned in Para 17 of the Tender Form (Second Sheet).
- (e) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the Company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Authorization /Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Para10 of the Tender Form (Second Sheet) above.
- (f) **LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm /LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) **Registered Society & Registered Trust:**

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- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/ LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor/ a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF/ LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/ Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

16. **Employment/Partnership etc. of Retired Railway Employees:**

a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

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in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

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the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

17. JOINT VENTURE (JV) IN WORKS TENDERS: Not Applicable

18. Participation of Partnership Firms in works tenders:-

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to

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succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

- (b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alters/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Register.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determination under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

Signature of Tenderer(s)
Date _____

Signature of the
Tenderer(S)/Contractor
Stamp

(Signature)
(Designation)
_____ Railway

Date _____

Sr. Signal & Telecomm Engineer/Network
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FORM (THIRD SHEET)

NAME OF THE WORK: S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area”.

SCHEDULE OF RATES AND QUANTITIES

SN	Description of Material	Unit	Qty	Rate(Rs)	Total(Rs)	Insp. Authority
	Schedule -A(Speakers and accessories for indoor stadium)					
1	Supply installation, testing and commissioning of 2 way Surface mount 150W speakers as per TS-A1.	Nos	10	35110	351100	Consignee
2	Supply and installation of 1000W peak PA speakers as per TS-A2.	Nos	4	79999	319996	Consignee
3	Supply and installation of 3200W two way speakers as per TS-A3.	Nos	2	149999	299998	Consignee
4	Supply, Installation, Testing & Commissioning of 18" min 1600W active subwoofer & mounting hardware from same OEM as per TS-A4.	Nos	2	95000	190000	Consignee
5	Supply, Installation, Testing & Commissioning of 1000W, Active 2 Way Stage Monitor Speakers as per TS-A5.	Nos.	2	65419	130838	Consignee
6	Supply, Installation, Testing & Commissioning of Loudspeaker management System as per TS-A6.	Nos.	1	45706	45706	Consignee
7	Supply of storage almirah as per TS-A7.	Nos.	1	29390	29390	Consignee
8	Supply, Installation, Testing & Commissioning of 4*1000W channels Network Amplifier as per TS-A8.	Nos	1	362850	362850	Consignee
	Schedule-B (Common PA equipments)					
1	Supply, Installation, Testing & Commissioning of 32 channels Mixer as per TS-B1.	Nos	1	113110	113110	Consignee
2	Supply of handheld cordless microphone with trans receiver as per TS-B2.	Set	5	48800	244000	Consignee
3	Supply of handheld wired microphone as per TS-B3	Set	4	11000	44000	Consignee

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4	Supply of Long Microphone Stand with adjustable arms and mic holder. Colour: Black as per TS-B4.	Nos.	4	2124	8496	Consignee
5	Supply of Short Microphone Stand with adjustable arms and mic holder. Colour: Black as per TS-B5.	Nos.	4	1534	6136	Consignee
6	Supply of Stage Floor Box with 8 XLR Female Sockets, 2 XLR Male Sockets and 2 TRS Sockets as per TS-B6.	Nos.	1	18000	18000	Consignee
7	Supply of Pre-polarized Condenser Gooseneck Microphone with overall length of Appx.450mm as per TS-B7	Nos.	2	22302	44604	Consignee
8	Supply of Gooseneck Microphone Table stand Base with functional switches/buttons as per TS-B8.	Nos.	2	22500	45000	Consignee
Schedule-C (Power Backup Arrangement)						
1	Supply and installation 10KVA/10KW ONLINE UPS (1 phase input-1phase output) with all accessories as per TS-C1.	Nos.	1	93043	93043	Consignee
2	Supply of 12VDC, 100AH, SMF battery as per TS-C2.	Nos.	16	10093	161488	Consignee
3	Supply of Battery rack and connecting cables as per TS-C3.	Nos.	1	9794	9794	Consignee
Schedule-D (Rack cables with other accessories and Miscellaneous work)						
1	Supply of Wooden podium with 2 nos of Goosneck microphone with cardioid polar pattern and 125 degree pickup angle as per TS-D1.	Nos.	1	95000	95000	Consignee
2	Supply & Installation of Indoor Access point with all accessories as per TS-D2. Make & Model: HP-Aruba Instant AP12/ Cambium cn Pilot Indoor E410.	Nos	2	27423	54846	Consignee
3	Supply and installation of Covered Rack (19", 42 U) complete with all fittings for Server, +/- bus bar, 8 nos of MCB with wiring, 2 Nos DC cooling fan and other accessories for housing of networking equipment as per TS-D3.	Nos	1	23523	23523	Consignee
4	Supply, laying and termination of Vasiform Series Speaker Cable – 2.5 Sqmm (80/0.20mm) x 2 core cable ATC copper conductor PVC insulated as per TS-D4.	Mtr	600	172	103200	Consignee

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5	Supply of Microphone cable 18 AWG (24/0.20mm) x 2 core ATC copper conductors as per TS-D5.	Mtr.	150	139	20850	Consignee
6	Supply of UTP Cat 6 Cable (Box of 305 of mtr length) as per TS-D6.	Box	3	4263	12789	Consignee
7	Supply of 8 Ports Unmanaged PoE Layer 2 Access Switch as per TS-D7.	Nos.	3	12611	37833	Consignee
8	Supply and installation of set of complete earthing system Maintenance free as per TS-D8.	Nos.	2	27482	54964	Consignee
9	Supply of pair of 6.3mm audio jack as per TS-D9. (Make: Neutrik or superior)	Nos	10	199	1990	Consignee
10	Supply of 32 Channel Drum Snake Neutrik Type Connector as per TS-D10.	mtrs	100	1060	106000	Consignee
11	Supply of 3.5 mm Cable Mount Stereo Plug as jack per TS-D11.	Nos	10	1426	14260	Consignee
12	Supply of Electric Extension Cord For Small l& Heavy Duty Appliances 6A 16A 20A 7 Socket 4 Switch High Power Wattage (2500) Load Capacity Power Strip With 8 Meter Long Length Wire Plug (White)220 Volts as per TS-D12.	Nos	5	3159	15795	Consignee
13	Supply of 2.5 sqmm power cable as per TS-D13.	Mtrs	200	42	8400	Consignee
14	Concealed Wiring- Supply and fixing of 3/4" dia Conduit pipe with its accessories, laying /blowing of telecom wires in pipe/fixing of mild steel box after cutting the wall/roof/floor. This includes cutting of wall/roof/floor by manually/cutting machine approximately depth to set conduit pipe below 1 cm minimum of surface level and back filling, ramming, plastering and painting of the wall/roof/floor to its original condition. For this all consumables i.e. different types Bends, Circular Junction box, couplers etc. are to be supplied by contractor as per TS-D14.	Mtr	200	143	28600	--
15	Supply and Installation of casing capping/conduit pipe with all fittings material as per TS-D15.	Mtr	100	35	3500	Consignee
16	Wiring of Telecom/power cable through DLP plastic trunking/conduit pipe as per requirement as per direction of site supervisor as per TS-D16.	Mtr	800	16	12800	--

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17	Supply of RJ-11 1G Telephone outlet with shutter and termination of cable as per TS-D17.	Nos.	10	84	840	Consignee
18	Supply of Rosette Box with 2 port (Pack of 2 sets) as per TS-D18.	Set	10	97	970	Consignee
19	Supply of 10 pair PVC insulated cable of copper conductor, size 0.5 mm dia. as per TS-D19.	Mtrs.	90	66	5940	Consignee
20	Supply of 5 pair PVC insulated cable of copper conductor, size 0.5 mm dia. as per TS-D20.	Mtrs.	200	27	5400	Consignee
21	Supply of Desk Type Push Button CLI phone as per TS –D21.	Nos	5	1211	6055	Consignee
22	Supply of Genuine Line Cord (Single Line) as per TS-D22.	Nos	10	41	410	Consignee
	Schedule E (Conference system)					
1	Supply of Pop-up box as per TS-E1.	No	4	2754	11016	Consignee
2	Supply of Metal Grommet as per TS-E2.	No	12	632	7584	Consignee
3	Supply and installation of digital conferencing delegate units as per TS-E3.	Nos.	12	31955	383460	Consignee
4	Supply and installation of mixer controller for digital conferencing system for above delegate unit as per TS-E4.	No.	1	103750	103750	Consignee
5	Supply of Dual channel 480W audio power amplifier having output of 70 V / 100 V and 8/4 ohm as per TS-E5.	No.	1	43865	43865	Consignee
6	Supply of wall mount speaker, 30 watt, 8 ohms as per TS-E6.	Nos.	4	10683	42732	Consignee
7	Supply of PVC insulated multi strand Oxygen free speaker cable 2 Core, 2.5sq.mm(Coil of 90 Mtr) as per TS-E7.	Coil	2	6882	13764	Consignee
8	Supply of power cable 3 core, 2.5Sqmm as per TS-E8.	Mtr	100	42	4200	Consignee
9	Supply of UTP Cat 6 Cable (Box of 305 of mtr length) as per TS-E9.	Box	1	4263	4263	Consignee
10	Supply of RJ-45 type connector as per TS-E10.	Nos.	20	4	80	Consignee
11	Supply and Installation of casing capping/conduit pipe with all fittings material as per TS-E11.	Mtr	100	35	3500	Consignee
12	Supply of portable network access terminal as per TS-E12.	No.	1	64633	64633	Consignee

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13	Installation, wiring & Configuration of the complete conference system, it includes supply of all necessary cables apart from listed in schedule items & accessories required for complete installation of the system, as per site requirement such as plastic sleeves clips gutkas, screws etc, imparting training to railway officials as per TS-E13.	Job	1	10000	10000	--
Total Amount(Rs)		38,24,361				

(a) The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

(b) All the bidders/tenders should submit their offer inclusive of all taxes (GST, income tax etc.)

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FORM (FOURTH SHEET)**Technical Specification**

Name of the work: S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area”.

TS-A1: Supply installation, testing and commissioning of 2 ways Surface mount speaker:-
Specification:

- **Type:** Two-Way Speakers
- **LF Driver:** 10-inch driver with 2.5-inch voice coil
- **HF Driver:** 1.75-inch voice coil, compression driver
- **Power (Continuous):** 150W or more
- **Power (Program):** 300 W or higher
- **Frequency Response:** 68 Hz – 20 kHz or better
- **Dispersion/Coverage Angle:** 85° conical
- **Maximum SPL:** 126 dB or better
- **Nominal Impedance:** 8Ω
- **Enclosure:** Trapezoidal, plywood, black texture paint finish
- **Mounting:** Yoke Mount from same OEM
- **Make:** JBL or QSC or Bose or Superior
- **Warranty :** 3 years OEM warranty.

Installation Part: The speaker units should be installed either on the ceiling or on the wall, depending on the site conditions and as directed by the site engineer. The mounting shall be executed using appropriate suspension accessories or wall brackets that should be from the same OEM of speakers, ensuring full compatibility and structural integrity. All required installation accessories, support structures, and related resources should be arranged and provided by contractor only. The contractor shall also be responsible for the lying of the supplied cable through appropriate medium like conduit pipes/casing capping including concealing works, and its termination between speakers and the amplifier located in the equipment/control room in accordance with site conditions & safety standards and as per instructions of site engineer. While carrying out any cabling or concealed work, please ensure that the building's interior is not damaged. If any damage occurs, it must be restored to its original condition. Any additional accessories or execution required to complete this job is to be borne by the contractor.

TS-A2: Supply and installation of 1000W peak PA speakers.-

Specification:

- **Type:** Powered Loudspeakers
- **Frequency Response:** 50 - 20 kHz or better
- **Frequency Range:** 50 - 20 kHz or better
- **LF Transducer:** 12 inch or as desired
- **Maximum SPL:** 125 dB or better

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- Amplifier Type: Class D
- Output Power programme : 1000 W or better
- Controls: Power, Gain or better
- Indicators: Power LED, Input Signal, Limiter or better
- Grille Material: Powder coated steel

Make: JBL or QSC or Bose/or Superior

Warranty : 3 years OEM warranty.

Installation Part: These speaker units should be installed either on the ceiling by hanging or on the wall, depending on the site conditions and as directed by the site engineer. The mounting shall be executed using appropriate suspension accessories or wall brackets that should be from the same OEM of these speakers, ensuring full compatibility and structural integrity. All required installation accessories, support structures, and related resources should be arranged and provided by contractor only. The contractor shall also be responsible for the lying of the supplied cable through appropriate medium like conduit pipes/casing capping including concealing works, and its termination between the speakers and the amplifier located in the equipment/control room in accordance with site conditions & safety standards and as per instructions of site engineer. While carrying out any cabling or concealed work, please ensure that the building's interior is not damaged. If any damage occurs, it must be restored to its original condition. Any additional accessories or execution required to complete this job is to be borne by the contractor.

TS-A3: Supply and installation of 3200W two way speakers:-

Specification:

- Type: Two-way, Passive point source loudspeaker
- LF Driver: 12 inch with 2.5 inch voice coil or better
- HF Driver: 1.4 inch voice coil, compression driver or better
- Rated Power (Programme): 3200W two way speakers or better
- Frequency Response: 50 Hz – 20 kHz or better
- Dispersion/Coverage Angle: 85° × 50° or better
- Nominal Impedance: 8 ohms (LF) & 16 ohms (HF)
- Crossover: 1 kHz or better
- Sensitivity: 100 dB or better
- Enclosure Type: Bass reflex enclosure

Make: JBL or QSC or Bose or superior

Warranty: 3 years OEM warranty.

Installation Part: These speaker units should be installed either on the ceiling or on the wall, depending on the site conditions and as directed by the site engineer. The mounting shall be executed using appropriate suspension accessories or wall brackets that should be from the same OEM speakers, ensuring full compatibility and structural integrity. All required installation accessories, support structures, and related resources should be arranged and provided by contractor only. The contractor shall also be responsible for the lying of the supplied cable through appropriate medium like conduit pipes/casing capping including concealing works, and its termination between speakers and the amplifier located in the equipment/control room in accordance with site conditions & safety standards and as per instructions of site engineer. While carrying out any cabling or concealed work, please ensure that the building's interior is not damaged. If any

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damage occurs, it must be restored to its original condition. Any additional accessories or execution required to complete this job is to be borne by the contractor.

TS-A4: Supply, Installation, Testing & Commissioning of 18" min 1600W active subwoofer, mounting hardware from same OEM:-

Specification:

- Type: 18 inch Subwoofer, Passive
- LF Driver: 18 Inch or better
- Rated Power: Programme 1600 W or better
- Frequency Range (-10 dB): 40 Hz - 220 Hz
- Frequency Response: 35 Hz - 220 Hz
- Maximum SPL: 130 dB or better
- Nominal Impedance: 4 ohms or better
- Sensitivity: 98 dB or better
- Enclosure Material: Plywood/Baltic birch plywood
- Grille Material: Perforated steel
- Make: JBL/QSC / Bose or Superior
- **Warranty:** 3 years OEM warranty.

Installation Part: The speaker units should be installed as directed by the site engineer. All required installation accessories, support structures, and related resources should be arranged and provided by contractor only. The contractor shall also be responsible for the lying of the supplied cable through appropriate medium like conduit pipes/casing capping including concealing works, and its termination between the speakers and the amplifier located in the equipment/control room in accordance with site conditions & safety standards and as per instructions of site engineer. While carrying out any cabling or concealed work, please ensure that the building's interior is not damaged. If any damage occurs, it must be restored to its original condition. Any additional accessories or execution required to complete this job is to be borne by the contractor.

TS-A5: Supply, Installation, Testing & Commissioning of 1000W, Active 2 Way Stage Monitor Speakers:-

Specification:

- Type: Powered Loudspeakers
- Frequency Response: 50 - 20 KHz or better
- Frequency Range: 50 - 20 kHz or better
- LF Transducer: 12 inch or as per disire
- Dispersion/Coverage angle: 70° H x 50° V or 70° Axisymmetric or better
- Maximum SPL: 125 dB or better
- Amplifier Type: Class D
- Output Power(programme) : 1000 W or better
- Controls: Power, Gain or better

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- Make: JBL or QSC or Bose or Superior
- **Warranty** : 3 years OEM warranty.

Installation Part:

- Contractor should be responsible for laying all required wiring at their own cost with proper safety and neat routing.
- Heavy-duty stage monitor stands shall be provided by the contractor itself, included in this item.
- All accessories, mounting hardware, and fixing arrangements required for completion shall be supplied and installed by the contractor.
- Any extra charges to complete this job shall be borne entirely by the contractor.

TS-A6 : Supply, Installation, Testing & Commissioning of Loudspeaker management System:- Specification:

- Type: Loudspeaker Management System
- Inputs: 3 x Analog (XLR), 1 x Digital AES/EBU (XLR)
- Outputs: 6 x Analog (XLR)
- Frequency Response: 20 Hz – 20 kHz, ± 0.5 dB
- Dynamic Range: >110 dB (A-weighted)
- THD+N: <0.002% (20 Hz – 20 kHz)
- A/D – D/A Converters: 24-bit
- Maximum Input Level: +20 dBu
- Maximum Output Level: +20 dBu
- Processing: 32-bit Floating Point DSP
- Filters: Crossover, Parametric EQ, Graphic EQ, Notch Filters
- Dynamics: Compressor, Limiter, AGC
- Delay: Up to 1.3 seconds per channel
- Display: Full-color LCD screen
- Control: Front panel, Ethernet, USB, iOS/Android App (via network)
- Network Connectivity: Ethernet (control and monitoring)
- Make: Bi-Amp/QSC/ DBX Driverack Venu360 or better
- **Warranty** : 3 years OEM warranty.

Installation Part: Loudspeaker Manager must be properly mounted inside the equipment rack, ensuring secure placement and adequate ventilation. The contractor should carry out all wiring, interconnections, and grounding protection as per standard electrical safety practices. All signal and power cabling must be neatly routed, securely terminated, and clearly labelled for easy identification and maintenance. Loudspeaker Manager System must be calibrated based on the gain structure of the overall audio system, ensuring optimal clarity, echo cancellation performance, and feedback control for all possible modes like cinematic or live program. All terminations must be clean, professional, and securely fixed. If any damage occurs, it must be restored to its original condition. Any additional accessories or execution required to complete this job is to be borne by the contractor

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TS-A7 : Supply of storage almirah:**Specification:**

- Type: Storage Almirah
- Shelves: 5
- Material: Mild steel (HR1 of IS 1079:2009)
- Height: 94 inch or more
- Width: 53 inch or more Depth:-23.6 inch or more
- Lock: Six-lever
- Finish: Stoving enamel
- Powder Coating: IS:13871 compliant

Make: Godrej or Onoma

Material must be purchase after finalized make and model by site engineer. Transportation of material at consignee store and installation at site after inspections is only done by contractors account.

TS-A8: Supply, Installation, Testing & Commissioning of 4*1000W channel Network Amplifier- Specification:

- Type: Four-Channel Network Amplifier, Class-D
- Power Output (4 Independent Channels): 500W @ 16 Ω , 900W @ 8 Ω , 1400W @ 4 Ω , 450W @ 2 Ω , 1000W @ 100/70V
- Power Output (Bridge Mode, 2 Channels): 3000W @ 8 Ω , 1500W @ 4 Ω
- Maximum Distortion: 1%
- Frequency Response (8 Ω): 20 Hz – 20 kHz
- Noise: >100 dB or better
- Damping Factor: >100 or better
- Input Impedance: 8k balanced and 4k unbalanced or better
- Input Sensitivity: Vrms 1.2 mV to 17 V
- Controls & Indicators (Front): Power, MUTE, SELECT buttons, Input Signal, CLIP or better
- Protection: Short circuit, over current, over voltage, DC fault shutdown, on/off muting
- Make: Nexa / QSC / Powersoft or Superior
- **Warranty** : 3 years OEM warranty.

Installation Part: The contractor is responsible for the complete installation of the amplifier unit inside equipment rack, ensuring proper ventilation, accessibility, and secure mounting as per direction of site engineer. The amplifier should be installed using suitable rack-mount accessories. All required accessories, interconnect cables/patch cords, power cords, connectors, and mounting hardware should be supplied by the contractor. After installation, the contractor should conduct complete testing and commissioning of the amplifier, including signal input/output verification, gain and output level adjustment, thermal and protection circuit check and load testing with connected speaker systems. The contractor should also ensure the proper earthing and grounding of the amplifier as per electrical safety norms. A detailed speaker

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distribution diagram showing each speaker's zone and connection path must be prepared and laminated. This diagram should be affixed inside the equipment rack for future reference. In case of any audio noise, hum, or interference, the contractor should diagnose and suppress the issue through proper grounding, shielding, or isolation methods, ensuring clean and uninterrupted audio performance. Upon completion of installation and testing, the contractor must provide comprehensive user training, covering basic operation and safety and Maintenance / troubleshooting procedures. All relevant documentation, including user manuals, wiring diagrams, and warranty papers, must be handed over to the consignee.

TS-B1: Supply, Installation, Testing & Commissioning of 32 channel Mixer:-**Specification:**

- Total Channels: 32 (24 mono + 4 stereo inputs + 2 stereo returns)
- Mic/Line Inputs: 24 mono with balanced XLR and TRS jacks
- Frequency Response: 20 Hz – 20 kHz (+1/-3 dB)
- EQ (Mono Channels): 3-band EQ with sweepable mids (High, Mid, Low)
- EQ (Stereo Channels): 4-band EQ
- Aux Sends: 6 AUX sends + 2 FX sends
- Built-in Effects: Dual Yamaha SPX digital multi-effects processors
- Phantom Power: +48V (global)
- Faders: 100mm long-throw faders (channel + master)
- Controls: Gain, EQ, Pan, AUX/FX send, Mute, PFL
- Indicators: Level meters, Peak LED, Phantom power LED
- Outputs: Stereo XLR (Main Out), Stereo TRS (Sub Out), AUX outs, Headphone out
- Make :- Yamaha or superior

Warranty: 3 years OEM warranty.

Installation Part: The contractor should carry out the supply, installation, testing, and commissioning of the digital audio mixer, along with a suitable mixer table with cover having locks and keys arrangement. The table should be sturdy, well-finished, and of appropriate height and size to accommodate the mixer and provide space for comfortable operation. The digital mixer should be securely placed and mounted on the mixer table which is provided by contractor in the operator's designated control area. The contractor must perform complete testing of each channel, bus, and output to verify full system functionality. The system must be properly grounded, and all safety precautions must be taken to eliminate electrical noise or risk. The contractor should also provide detailed training to the end-user on operation, scene management, routing, basic troubleshooting, and maintenance. Upon completion, all related manuals, wiring diagrams and configuration backups must be handed over. Commissioning will only be accepted after successful testing in the presence of the engineer, confirming that the mixer and all related components are fully functional.

TS-B2: Supply of handheld cordless microphone with trans-receiver:-**Specification:**

- Type: Digital Wireless UHF Headset Microphone Set
- Receiver: Rack mount with 56 MHz or higher switching bandwidth

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- Frequencies: 2,240 selectable frequencies, equidistant spacing, 90 channels or more
- Auto Scan: Yes
- Transmission Range: 100 meters minimum
- Pick-up Pattern: Cardioid
- SPL: 150 dB or more
- Latency: 1.9 ms
- Dynamic Range: 130 dB
- Frequency Response: 20 Hz - 20 kHz
- Bluetooth Control: Via iOS/Android apps
- Battery Life: 12 hours or more

Make: Sennheiser or Rode or DPA

Warranty: 3 years OEM warranty

TS-B3: Supply of handheld wired microphone:-

Specification:

- Transducer principle: Pre-polarised condenser Microphone
- Pick-up pattern: Cardioid
- Frequency response: 50 Hz - 20 kHz
- Nominal impedance: $< 100 \Omega$
- Maximum sound pressure Level: 130 dB SPL
- Equivalent noise level: 26 dB (A) 37 dB (CCIR)
- Phantom powering: P12 - P48 V
- Current consumption Microphone: 3 mA
- Length: 450 mm

Make: Sennheiser / Rode/ DPA

Warranty: Min. 3 years OEM warranty

TS-B4: Supply of Long Microphone Stand with adjustable arms and mic holder.

Specification:

- Type: Floor Microphone Stand
- Height: 690 mm - 1000 mm adjustable
- Color: Black
- Features: Adjustable arm and mic holder

Make: Ahuja or superior

TS-B5: Supply of Short Microphone Stand with adjustable arms and mic holder.:

Specification:

- Type: Floor Microphone Stand (Short)
- Height: 350 mm - 500 mm adjustable

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- Color: Black
 - Features: Adjustable arm and mic holder
- Make:** Ahuja or superior

TS-B6: Supply of Stage Floor Box with 8 XLR Female Sockets, 2 XLR Male Sockets and 2 TRS Sockets:-

Specification:

- I/O : 8 XLR Female Sockets, 2 XLR Male Sockets and 2 TRS Sockets.
- Body: Material Mild Steel Sheet with all floor fitting materials.
- Front shutter: It should be close completely when non-use and semi opening facility when cables are connected.
- Connecting Cable: Snake cable of approx. 20 mtr lengths require for connecting stage floor box to equipment rack.

TS-B7: Supply of Pre-polarized Condenser Gooseneck Microphone with overall length of Approx. 450mm:-

Specification:

- Transducer principle: Pre-polarised condenser Microphone
- Pick-up pattern: Cardioid
- Frequency response: 50 Hz - 20 kHz
- Nominal impedance: < 100 Ω
- Maximum sound pressure Level: 130 dB SPL
- Equivalent noise level: 26 dB (A) 37 dB (CCIR)
- Phantom powering: P12 - P48 V
- Current consumption Microphone: 3 mA
- Length: 450 mm

Make: Sennheiser / Rode or Superior.

Warranty: 3 years OEM warranty

TS-B8: Supply of Gooseneck Microphone Table stand Base with functional switches/buttons:-

Specification:

- Current consumption: 3.7 mA
- Connectors Mic In : XLR-3F, Mic Out - XLR-3M
- LED light ring color : Red/green
- Microphone modes : Toggle on / off
- Function: Push to mute, Push to talk & Permanent on

Make: Sennheiser/Rode/DPA (Min. 3 years OEM warranty)

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TS-C1: Supply and installation 10KVA/10KW ONLINE UPS Model: New N Series (1 phase input-1phase output) with all accessories:-

Specification:

Rating in KVA	10.0 KVA
Technology	IGBT-PWM with inbuilt isolation transformer
Input Power	Single Phase, 230V AC,
DC Input Voltage	192 VDC
Input Voltage Range	110 - 300 V
Output power	Single phase 230V +/-1% sine wave 50 Hz
Degree of Protection	IP20
Type of Battery to be used	SMF-VRLA
20% Overload limit for minimum 10 minutes	Yes
Overall Efficiency (%)	>=90%
50% Overload limit for minimum 1 minutes	Yes
Battery rack	Yes
Warranty	3 years OEM warranty for UPS
Make	Delta or APC

TS-C2: Supply of 12VDC, 100AH, SMF battery:-

Make: Exide power safe plus / Amaron Qunta.

Warranty: 3 years OEM warranty.

TS- C3: Supply of Battery rack and connecting cables :-

Battery rack should be of iron make.

All inter battery connection is to be done with copper cable of suitable core size to bear the capacity.

Rack should be installed as per direction of site supervisor.

TS-D1: Supply of Wooden podium with 2 nos of Goosneck microphone with cardioid polar pattern and 125 degree pickup angle

The contractor should supply and install one wooden podium fitted with two (2) gooseneck microphones having cardioid polar pattern. The microphones should be of Sennheiser make (model: MEG series or equivalent) and must be supplied with all necessary accessories, including pre-fitted connectors, mounting flanges. The podium should be custom-built using high-quality seasoned wood. Its design, finish, and dimensions must match the existing sample podium available in the office of SSE/MW/LAB. The contractor must visit the said office to inspect the existing unit before fabrication. The final podium design

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shall strictly follow the instructions and approval of the SSE in charge. The front of the podium must feature a carved Indian Railways logo, neatly engraved or embossed using durable and aesthetic materials. The entire unit must be delivered fully assembled, with all fittings securely installed and properly tested at the site. Any additional accessories required to complete this job is to be borne by the contractor.

TS-D2: Supply & Installation of Indoor Access point with all accessories.

Specification:

- Standards: IEEE 802.11a/b/g/n/ac. Others: 802.11 h/d/r/u/w/ Wi-Fi alliance certified
- Antenna :2x2 MIMO streams
- Range : 180 m (650 Ft)
- Max Data Rates : +1.167 Gbps
- Standards : 4.55 dBi (2.4 GHz)/4.25 dBi (5 GHz)
- Polarization : 5 GHz dual Polarized antenna
- Antenna Coverage : Omni (360°)
- Ethernet Ports : One (1) x 1 Gigabit Ethernet (10/100/1000 Mbps)
- Frequency bands :2.4 GHz: , 5 GHz:
- Power Supply : Standard 802.3af injector (to be included)

Make & Model: HP-Aruba Instant AP12/ Cambium CnPilot E410 /Superior.

TS-D3: Supply and installation of Covered Rack (19", 42 U) complete with all fittings for Server, +/- bus bar, 8 nos of MCB with wiring, 2 Nos DC cooling fan and other accessories for housing of networking equipment.

Specification:

- Basic Frame: Steel folded
- Construction: Welded or CKD
- Top & Bottom Cover Bolted to Frame with Cable entry exit cut outs
- Front Door: Lockable Toughened Glass Door
- Rear Door: Lockable
- Steel Door - Perforated
- 19" Mounting Angle Formed Steel
- Std. Equipment Mounting: DIN Std. 10mm Sq. Slots
- Standard Finish: Powder coated
- Standard Mounting Caster wheels (2 with Brake & 2 without Brake) OR Levellers OR
- Plinth.
- Rack Standard Conforms to DIN 41494 or equivalent standard
- Dimensions: 42U 800mmX800mm

Make: Valarack/Netrack

TS-D4: Supply, laying and termination of Vasiform Series Speaker Cable – 2.5 Sqmm (80/0.20mm) x 2 core cable ATC copper conductor PVC insulated:-

Specification:

- No of Conductors: 2
- Conductor – No/Size of Wire: 80/0.20 mm

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- Conductor Cross Sectional Area: 2.5 Sqmm Insulation Type: PVC
- Insulation Diameter: 3.60 mm Core Colours: Blue and White
- Sheath Type: Vasiform PVC Overall OD: 9.00 mm
- DC Resistance @ 20°C (Conductor): 8.21 Ω /Km
- Operating Voltage: 600 V
- Flex Life: 4000 cycles
- Dielectric Constant: 4

Make: Belden / Gotham / Krystal/Superior

Laying part:- Laying of cables should be carried out through PVC casing-capping, surface/recessed conduit, or concealed in walls as per site requirements. Conduits should be clamped securely at regular intervals, and bends shall be smooth. All cable ends shall be properly terminated using lugs or glands. Termination should be done inside approved boxes or enclosures (which is included in job), ensuring insulation and continuity.

TS-D5: Supply of Microphone cable 18 AWG (24/0.20mm) x 2 core ATC copper conductors:-

Specification:

- Cable type: Oxygen free (OFC)
- Conductor (No./Size of Wire): 24/0.20 mm
- Cross Sectional Area: 0.75 sqmm (18 AWG)
- Insulation Material: LDPE
- Voltage Breakdown: Must withstand DC 30V for 15 seconds

Make: Belden / Gotham / Krystal/Superior

TS-D6 & E9: Supply of UTP Cat 6 Cable, box of 305 mtr length.

Specification of Cat-6 cable:-

- Conductor: 24 AWG Solid
- 4 pair of twisted cable.
- Insulator: HD-PE, 1.00 +/- 0.02 mm,
- Jacket: PVC, 6.3 +/- 0.19 mm,
- Overall Diameter: 6.5mm

Make : D-link / Finolex/ Fedus

TS-D7: Supply of 8 Ports Unmanaged PoE Layer 2 Access Switch.

- **Ports:** 8 × Gigabit Ethernet (PoE+) + 2 × SFP Uplink Ports
- **PoE Power Budget:** 62W total, IEEE 802.3af/at compliant
- **Switching Capacity:** 20 Gbps with non-blocking architecture
- **Management:** Web-based management with VLAN, QoS, IGMP Snooping
- **Other:** Fanless, metal case design for silent desktop or rack use

Make & Model: Netgear GS308EP-100NAS or superior

TS-D8: Supply and installation of set of complete earthing system Maintenance free.

- As per RDSO specification RDSO/SPN/197 or latest.

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TS-D9 Supply of pair of 6.3mm audio jack.

- **Type:** 6.3 mm stereo audio jack.
Make: Neutrik/Amphenol/Gotham.

TS-D10: Supply of 32 Channel Drum Snake Neutrik Type Connector.

- Snake cable must be length of 100 m with drum having mechanism for easily applicable and resized after use it. XLR box of 32 channel must be well attached with end of snake cable
Make: Neutrik/Amphenol/Gotham

TS-D11: Supply of 3.5 mm Cable Mount Stereo Plug as jack.

Make :- Amphenol KS3PC 3.5 mm TRS Plug or superior

TS-D12:- Supply of Electric Extension Cord For Small & Heavy Duty Appliances 6A ,16A, 20A, 7 Socket 4 Switch High Power Wattage(2500) Load Capacity Power Strip With 8 Meter Long Length Wire Plug(White)220 Volts

- No. of Sockets: Heavy Duty Appliances 6A ,16A, 20A 7 Socket
- Switches: 4Nos. – Individual ON/OFF Rocker Switches (Each controls 2 sockets)
- Surge/Spike Protection: Built-in Spike Guard for appliance protection
- Maximum Load: 2500 Watts
- Operating Voltage: 220–240 V AC
- Cable Length: 8Meters
- Cable Type: 3 Core, 2.5 Sqmm, PVC Insulated Power Cable
- Plug Type: 16A Heavy-Duty Big Plug
- Body Material: Polycarbonate
Make: Bitcorp or similar

TS-D13 & E8 : Supply of 2.5 sqmm power cable

- Cable Type: 3 Core PVC Insulated Power Cable
- Conductor Size: 2.5 Sqmm
- Insulation Material: PVC Type A (as per IS 694 / IEC 60227)
- Insulation Thickness: 0.7 mm (Nominal)
- Inner Sheath (if any): PVC
- Outer Sheath Material: PVC Type ST1 / ST2
- Rated Voltage: 1100 V (1.1 kV)
- Flame Retardant Property: FR/FRLS (optional)
Make: Havells/Polycab / Finolex

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TS-D14: Concealed Wiring- Supply and fixing of 3/4" dia Conduit pipe with its accessories, laying /blowing of telecom wires in pipe/fixing of mild steel box after cutting the wall/roof/floor. This includes cutting of wall/roof/floor by manually/cutting machine approximately depth to set conduit pipe below 1 cm minimum of surface level and back filling, ramming, plastering and painting of the wall/roof/floor to its original condition. For this all consumables i.e. different types Bends, Circular Junction box, couplers etc. are to be supplied by contractor.

Supply and fixing of 3/4" or larger dia. conduit pipe with its accessories as per site requirement, laying /blowing of telecom wires in pipe/fixing of mild steel box after cutting the wall/roof/floor. This includes cutting of wall/ roof/floor by manually/ cutting machine approximately depth to set conduit pipe below 1 cm minimum of surface level and back filling, ramming, plastering and painting of the wall/roof/ floor to its original condition. For this all consumables i.e. different types Bends, Circular Junction box, couplers etc. are to be supplied by contractor. The scope of work covers the supply and installation of one or more conduit pipe maximum up to 2 nos. of 1.5 inch dia. conduit pipe is to be laid in the same cutting length of floor/wall along with necessary cables. However, as per site requirement laying of conduit pipe more than the quantities mentioned above needs to laid in the same path then, measurement for the conceal wiring done will be recorded on the basis of above mentioned quantities & size only. After necessary conceal work is completed, all the cut out area should be replaced back to its previous condition using the same type of original materials only. This job is to be carried out strictly as per direction of Railway site supervisor of the work.

TS-D15: Supply and Installation of casing capping/conduit pipe with all fitting material:-

Specification: Size of the casing capping/conduit pipe should be 1 inch or size suggested by authorized representative of Engineer in-charge as per the site condition. Procurement of material should be initiate after approval of Engineer in-charge.

Make: Hevels /Superior.

TS-D16: Wiring of Telecom/power cable through DLP plastic trunking/conduit pipe as per requirement as per direction of site supervisor:-

- Laying of all type of cable through casing capping and its termination

TS-D17: Supply of RJ-11 1G Telephone outlet with shutter and termination :-

- Single port telephone rosette box.
- Suitable for RJ-11 connection

TS-D18: Supply of Rosette Box with 2 port (Pack of 2 sets):-

- Dual port telephone rosette box.
- Suitable for RJ-11 connection

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TS-D19: Supply of 10 pair PVC insulated cable of copper conductor, size 0.5 mm dia

- No. of Pairs : 10 Pair
- Conductor Material : Copper
- Size of Conductor : 0.5 sq mm
- Max. Overall Diameter : 9.8 mm
- Nom. Insulation Thickness : 0.2 mm
- Insulation : PVC

Make: Delton/Finolex/Havells

TS-D20: Supply of 5 pair PVC insulated cable of copper conductor, size 0.5 mm dia :-

- Suitable for Telephone connectivity.
- Insulation: High Density Polyethylene

Make: Delton/Finolex/Havells.

TS-D21: Supply of Desk Type Push Button CLI phone.

- DTMF/FSK CLI Compatible.
- 16-digit LCD display with Blue backlight.
- 10-One touch memories.
- Programmable flash time.
- Tone /Pulse dialing mode compatible.
- Music on Hold.
- 16 Ring melodies.
- 2 - Way Speaker function with adjustable volume.
- Mechanical key Lock function

Make & Model: Beetel Model M59 or Similar

TS-D22: Supply of Genuine Line Cord (Single Line):-

- Suitable for RJ-11 connection.
- Length of the cable: 3mtr

TS-E1: Supply of Pop-up box:-

- It should be slim design for perfect integration into the floor or office furniture.
- Hydraulic Popup box for conference table having ports such as VGA Port, HDMI ports, RJ45 port, USB ports, Audio Port, Power socket (2nos).
- It should be soft opening for enhanced comfort and safety

Make: MX/ Audiovan/Cable Cubby

TS-E2: Supply of Metal Grommet

- Desk Table Metal Grommet
- Outlet Wire Cable Cover 50mm(approx.)

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TS-E3: Supply and installation of digital conferencing delegate units.

- It should have GSM immune-(Immunity to mobile phone interference ensures clear, uninterrupted discussion).
- Built-in loudspeaker with volume control
- Built-in volume control for headphones.
- Frequency response : 20 Hz to 20 kHz (System electrical)
- Sampling rate: 44.1 kHz or better.
- Microphone polar pattern : Cardioid

Warranty: 2 year OEM warranty

Make & Model : Bosch-CC-1000D / Superior

Note: (a) Equipment shall be latest and shall not meet end of life. OEM shall ensure after sales – support including availability of spare parts during warranty period and five years thereafter.

TS-E4: Supply and installation of mixer controller for digital conferencing system for above delegate unit:-

- It should be suitable to control for the delegate unit supplied against the schedule item No.9.
- Controller unit should be able to control 80 Discussion Devices or more, the system can be expanded to a maximum of 245 or more Discussion Devices by using Extension Units.
- Built-in MP3 recorder with internal memory and USB recording
- It should have the internal storage capacity for min. 8 hrs recording time.
- Frequency response : 20 Hz to 20 kHz

Warranty: 2 year OEM warranty

Make & Model: Bosch-CC-1000 / Superior

TS-E5: Supply of Dual channel 480W audio power amplifier having output of 70 V / 100 V and 8/4 ohm.

- Output power : 480 watt
- Frequency response: 50Hz to 20 KHz
- Direct Output : 100V, 70V, 8 ohms

Make & Model: Bosch-LBB1938/ Crown/Superior

TS-E6: Supply of wall mount speaker, 30 watt, 8 ohms. Conductor Diameter:

- Maximum power: 45 W
- Rated power (PHC): 30 W
- Power tapping : 30/15/7.5/3.75 W
- High-fidelity music and speech reproduction
- Selectable 8 ohm, 70 V and 100 V inputs
- Compact yet robust ABS enclosure
- Supplied with adjustable mounting bracket
- Water and dust protected IP66

Make & Model: Bosch LB2-UC30-D1 / Superior

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TS-E7: Supply of PVC insulated multi strand Oxygen free speaker cable 2 Core, 2.5sq.mm (Coil of 90 Mtr)

- Conductor: High-purity Oxygen-Free Copper (OFC), cross-sectional area 2.5 sqmm (approx. 14 AWG), stranded for flexibility.
- Insulation: High dielectric strength PVC/XLPE with polarity marking for easy identification.
- Jacket: Flexible, flame-retardant, abrasion-resistant circular PVC outer sheath.
- Resistance: $\leq 7.41 \Omega/\text{km}$ at 20°C.
- Capacitance: $\leq 60 \text{ pF/m}$ (typical).
- Operating Voltage: 300/500V. .

Make: Crystal / Kramer / equivalent approved.

TS-E10: Supply of RJ-45 type connector

- It should be compatible for: RJ45.
- It should have metallic shielded shell.

TS-E12: Supply of portable network access terminal:-**Specification:**

- **Processor:** Intel Core Ultra 5 125U (12 cores, 14 threads, up to 4.3 GHz)
- **RAM:** 16 GB DDR5 (5600 MHz)
- **Storage:** 512 GB NVMe SSD
- **Display:** 14" WUXGA (1920 × 1200) IPS, 300 nits, anti-glare
- **Graphics:** Integrated Intel Graphics
- **Security:** TPM 2.0, fingerprint reader, privacy shutter
- **Connectivity:** Wi-Fi 6E, Bluetooth 5.3, Ethernet
- **Ports:** 2×USB-A, 2×USB-C (incl. Thunderbolt 4), HDMI 2.1, RJ-45, audio jack
- **Keyboard:** Backlit, spill-resistant ThinkPad keyboard
- **OS:** Windows 11 Home / Pro (varies by model)

Warranty : 3 years OEM warranty.

Make: ThinkPad E14 or Superior

TS-E13: Installation ,wiring & Configuration of the complete conference system ,it includes supply of all necessary cables apart from listed in schedule items & accessories required for complete installation of the system, as per site requirement such as plastic sleeves clips gutkas, screws etc, imparting training to railway officials :-

The work includes the **installation, wiring, and configuration of the complete conference system**, ensuring seamless integration of all components from the rack room to the conferencing room. The scope of work covers the **supply of all necessary cables (apart from those listed in the schedule items) and accessories required for the complete installation**, such as plastic sleeves, clips, gutkas, screws, fasteners, and any other consumables needed as per the site requirements. The contractor should have to do proper laying, dressing, and termination of all cables, fixing of equipment, and system integration to achieve a fully functional conference setup. All materials, tools, and accessories required to complete the installation, which are not covered in the schedule, shall also be supplied by the contractor to ensure the system is commissioned successfully and handed over in working condition.

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PART-II**STANDARD GENERAL CONDITIONS OF CONTRACT
FOR USE IN CONNECTION WITH WORKS CONTRACTS DEFINITIONS AND INTERPRETATION**

Name of the work: :S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area.

1.1 GENERAL:

- 1.1.1 These special conditions of Contract, the additional special conditions of contract and the schedule of works of this contract in addition to the Standard General Condition of the Contract April-2022, Standard Specifications for materials and works and the Indian Railway Signal Engineering Manual, Indian Railway Telecommunication manual shall govern the work to be executed.
- 1.1.2 Where there is any conflict between these special conditions of Contract (as mentioned in para 1.1 above) on one hand and the Standard General Conditions of Contract, 2022 of Indian Railway on the other hand, the former shall prevail.
- 1.1.3 All works are to be carried as per technical specification and as per direct supervision of Consignee or his authorized representative.
- 1.1.4 Various consumable stores e.g. cement nuts & bolts, flat washers etc. should be supplied by the contractor.
- 1.1.5 All the RDSO specifications materials should be procure from RDSO approved vendors only, if not available it should be procure from reputed firms only.

1.2 DEFINATIONS AND INTERPRETATIONS:

- 1.2.1 “**Engineer**” shall mean Senior Signal and Telecomm Engineer/Network.
- 1.2.2 “**Engineer-in-charge**” shall mean the Deputy Chief Signal & Telecom Engineer/Network, N.F. Railway, Maligaon and the in-charge of this work. However railway reserves the right to change the Engineer in charge at any stage to any reason whatsoever.
- 1.2.3 “**Supervisor**” shall mean **SSE/MW/LAB/MLG(Consignee)** and shall include all other Senior Section Engineer /Junior Engineer (**Telecom**) of S&T Organization authorized by the Engineer-in-charge.
- 1.2.4 Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

1.3 SCOPE OF WORKS:

- 1.3.1 The scope of the works is meant for “**S&T associated work in connection with the work “Renovation of Indoor stadium at NFRSA including civil engineering works in connection with centralized AC and development of Toilets & circulating area.”**as described in the schedule of rates and quantities and technical specifications of the tender, unless deviations if any, specifically approved by the railway.

1.3.2 **COMMENCEMENT OF WORKS:-** The Contractor shall commence the works within 15 days after the receipt of intimation of acceptance of his tender in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. The contractor shall submit detailed activity wise program for acceptance by the engineer-in-charge in full or with modification, if considered necessary by the Engineer.

- 1.3.3 **MILESTONES :-** The contractor shall complete the work as per the following milestones:

(a) **Accepted Programme of Work:** The Contractor who has been awarded the work shall as soon as possible but not later than 10 days after the date of receipt of the acceptance letter 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 organisation (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 endeavour to fulfil this programme of work. Contractor should start the execution of work in field within 14 days from the date of LOA issued. The progress of work will be watched accordingly and the liquidated

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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.

(b) The contractor shall carry out the execution of the work as per the following **MILESTONE**:

1. D = Day Letter of Acceptance issued to the contractor.
2. D + 9 = Submission of the detailed execution plan of work.
3. D + 14 = Start execution work & supply of materials.
4. D + 29 = Supply of all materials as per schedule of Rate and Quantities
5. D + 89 = Completion of schedule work with Testing and commissioning of the same.

If at any point of time it is observed and felt appropriate by Railway administration that the progress is not as per milestones, the clause 2.3 of Part – II can be invoked even though the entire period of completion is yet to be over.

- 1.3.4 The successful tenderer will however have no claim or right in the execution of any work which in the opinion of Engineer should be carried out departmentally or otherwise and the railway reserves the right at any time to keep back from the contract and carry out the work or any portion of the work through any other agency, it may think necessary, without assigning any reason. No claim for compensation/loss or whatsoever on this account will be entertained by the railway.
- 1.3.5 No work on working installations shall be undertaken without the specific permission of the Railway representative and without the presence of Railway representative at the site of the work.
- 1.3.6 The contractor shall be responsible for safe custody of all newly installed equipment including Railway materials, if any, till such time the installation is completed in all respects and is taken over by the railway.
- 1.3.7 The work during execution shall be subjected to checks and tests at any or all stages. The tests shall be carried out by the engineer-in-charge or his authorized representative. After taking the test a list of discrepancies/deficiencies, if any, shall be given to the contractor. The contractor shall be liable to remedy such discrepancies / deficiencies as discovered during these tests and make good at his own cost, within a period of 30 (Thirty) days from the date of testing.
- 1.3.8 a) The contractor shall have to arrange adequate tools and measuring equipments for execution of the work at his own cost.

b) If at any time, any materials or tools which the contractor would normally have to arrange for himself for executing the work is supplied by the Railway either at the contractor's request suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply thereof or otherwise, such materials or tools may be made available to the contractor from the Railway stores if available at the discretion of engineer-in-charge. All handling thereof will be contractor's responsibility. Recovery of a consolidated rent charge @1% (One percent) of book value of materials and/or tools per day (inclusive of holidays, lost working days and bandh etc.) shall be made from the contractor's bill for such supply. The amount decided by the engineer-in-charge shall be binding on the contractor. In case of loss or damage caused to materials and/or tools supplied as mentioned above recovery shall be made from the contractor in terms of clause 2.9(d).

c) If the materials or tools however, not available in Railway stock or Railway decides not to supply the same, whatsoever be the reason, the railway shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work.
- 1.3.9 While executing the work any increase of quantity up to 25% shall in no degree affect the validity of the contract and shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations originally included and approved for in specification and drawings and the amount to be paid thereof shall be calculated in accordance with the accepted rates of the schedule.

1.4 Variations in extent of contract

1.4.1 **Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway 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

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terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

1.4.2(1) Powers of Modification to Contract: The Engineer on behalf of the Railway 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.

1.4.2(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:

(a) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

1.4.2(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 there for 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 Standard General Conditions of contract.

2.1 COMMISSIONING TESTING: - After execution of all the items of the work as per schedule of the work/Requirements the contractor will offer the work for commissioning tests with at least 15 (fifteen) days advance intimation to the Engineer-in-charge. In case of any faults detected during the said test, the contractor shall be responsible for localization of fault(s) and rectify of those at his own cost and then re-offer for testing, till the entire work is finally cleared for acceptance by the Engineer-in-charge. Any special type of Measuring Instruments and accessories required for Commissioning Testing of the installations are to be arranged and brought at site by the contractor at his own cost.

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2.2 **COMPLETION OF WORK:** - After executing the entire work including Commissioning and Testing, the contractor shall give one week's notice in writing to the engineer-in-charge to take over the installation. The engineer-in-charge shall accept and take over the entire work after satisfying that the work has been executed properly and all the requirements of Commissioning Tests have been met by the contractor, then only the work shall be treated as to have been completed by the contractor. **The date of taking over of the entire work as mentioned above shall be treated as the date of completion of the work, for all purposes, in this contract.**

2.3 **COMPLETION PERIOD:-**

2.3.1 Time is the essence of the contract. The contractor will have to complete the work, as defined in Clause No. 2.2 above within 90 days from the date of issue of the Letter Of Acceptance of his tender, unless any extension to the date of completion is granted subsequently, (Period being inclusive of monsoon). The entire work shall be completed within the stipulated period.

2.3.2 **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 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 damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 150 days, either party may at its option terminate the contract by giving notice to the other party.

2.3.2-A **Extension of Time in Contracts:** 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:

(i) **Extension due to Modification:** 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 cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of Standard general conditions of contracts 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 threatened by or dispute with adjoining or to neighbouring 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 Railway 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 endeavours 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 forward 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 provided in the original contract itself.

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(iii)**Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands 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 Railway 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 therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate 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 forward 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 provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

2.3.2-B **Extension of Time for delay due to Contractor:**

(i) With liquidated Damage (LD): 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 and the works must be completed not later than the date(s) as specified in 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 17 and 17-A of Standard general conditions of contracts-2022 with latest correction slip, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway 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 for each week or part of the week, a sum calculated at the rate of Liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway 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 Railway 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 62 of Standard general conditions of contracts , whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

2.4 **SECURITY DEPOSIT: -**

2.4.1 The Security Deposit shall be **5%** of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued

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from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

2.4.2(i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has NoClaim on Contractor **and** Maintenance Certificate issued, on expiry of the maintenance period as per clause 4.0, in case applicable.

2.4.2 (ii) **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

2.4.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

2.4.4 **PERFORMANCE GUARANTEE (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value **and Additional performance Guarantee as per clause 16(4)(h) in any of the following forms:-**

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note:-

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at **5%** below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at **5%** below market value or at the face value whichever is less. Also, FDR in favour of PFA & CAO (free from any encumbrance) may be accepted.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of security deposit available with Railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India 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 Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India 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 clause 62 of these conditions.

- (h) **If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by bidders as below:**

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 - 5 % (Inclusive)	Nil
Below 5 %	5 %

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2.5 INSPECTION OF MATERIALS TO BE SUPPLIED BY CONTRACTOR:-

- a) Materials shall be inspected by RDSO/RITES/CONSIGNEE as indicated in Schedule of rates in Part-I. A consolidated charge for RDSO/RITES inspection shall have to be paid to RDSO/RITES by the contractor @ applicable of the cost of the materials (including excise duty, sale tax). After inspection, the contractor shall produce the materials along with RDSO/RITES's inspection certificates to the **SSE/MW/LAB/MLG (Consignee)**. If RDSO/RITES due to any reason refuse to inspect any of the items, the tenderer have to produce a letter from RDSO/RITES for denying the inspection of any such items.
- b) Documentary proof in support of procurement of materials from RDSO approved firm if indicated in technical specification for consignee inspected items shall have to be produced to the consignee along with materials for inspection.
- c) All the materials inspected and passed vide clause No.2.5 (a) & (b) above shall be marked suitably by the inspecting official and shall be kept under custody of consignee. In this regard a ledger to be maintained by the consignee duly showing receipt & issue particulars of materials.
- d) Any material rejected by the inspecting official due to not being as per the specification or not in the proper condition, the same is to be replaced by the contractor within 7 (seven) day at his cost. For this the decision of inspecting official shall be final and binding on the contractor.
- e) Rate offered by firm will be considered inclusive of RDSO/RITES inspection charges. In case of changes of inspection authority from RDSO/RITES to consignee, inspection charge of 1% will be deducted in the bill.

2.6 INSPECTION OF WORKS:

(a)Field Book and Order Book in terms of Para E1122 and E1123 respectively of the Engineering Code shall be maintained at the site of the work by Railway, in addition to the prescribed Measurement Book, in which will be entered daily any particulars with reference to the works in progress which may be call for remarks, the quality of materials delivered at the site of a work, or of the workmanship or quality of works executed etc. In the Field Book, the date of inspection with detail notes on various points considered worthy of remarks and particulars of any special features, incorrect practice(s) and deficiencies observed in the work being executed and/or materials supplied by the contractor shall be recorded by the Engineer or his executive subordinates. It will be the responsibility of the contractor to rectify the deficiencies observed (if any) at his own cost and also to prevent any recurrence. Complaints, deficiencies if any, pointed out by the contractor or his representative shall also be recorded in this book. These note books should be considered as official records and to be produced whenever required by superior authority. They should be neatly and systematically kept and indexed.

(b)In the Order Book, all instructions issued to the executive subordinate or the contractor or his representative as the case may be, should be duly entered therein with the replies opposite. The contractor(s) or his/their representative at the site shall acknowledge such instructions whatever asked upon to do and take action accordingly.

- 2.7 REPRESENTATION ON WORKS:** - The Contractor when he is not personally present on the site of the works place shall nominate in writing his representative(s) on the works who will be authorized to receive and acknowledge materials issued by the Railway if any and take all orders issued by the Engineer or the Engineer's representative and the contractor shall also ensure that at least one nominated representative remains available at site during execution of work and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under clause 62 of these conditions.

2.8 SUPPLY OF MATERIALS BY RAILWAY: - NIL**2.9 ISSUE OF MATERIALS:-**

- (a) All the materials (railway materials as well as materials accepted by railway supplied by the contractor), wherever required to be issued under the contract after submission of INDEMNITY BOND. The contractor shall furnish an **"INDEMNITY BOND"** for a sum equal to the cost of materials proposed to be taken by him. The **INDEMNITY BOND** shall be made strictly as per the format given in Annexure and validity of **BOND** should be at least three months beyond the date of completion period. The quantity of materials shall be given by the railway at any time shall not exceed the value of the **INDEMNITY BOND** furnished by the contractor. The Bank Guarantee

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shall not be released till such time the materials for which the Bank Guarantee is furnished are installed and handed over with full accountability to the railway by the contractor.

(b) Any materials as mentioned above will be issued to the contractor at the Depot of **SSE/MW/LAB/MLG (Consignee)** /Goods shed / mid-section, depending upon availability of material and will have to be transported by the contractor to the site of work at his own cost.

(c) Contractor shall be responsible to see that the materials supplied by the Railway are utilized for the sole purpose for, which they have been issued to him, failing which, he is liable to be dealt with according to law for any misuse of these commodities by himself, his agents or workmen etc.

(d) Wastage of or damage to such materials in any manner shall be avoided. All surplus materials shall be returned by the contractor at his cost to the Depot **SSE/MW/LAB/MLG (Consignee)** nominated for this purpose. If surplus materials issued if any, are not returned in good condition immediately after completion of the work or if any quantity of material supplied by the Railway is consumed in excess or wasted or damaged or lost or not satisfactorily accounted for, or quantity actually used in the work is less than the quantity specified to be used & issued by the Railway, recovery shall be made from the contractor at twice the assessed rate of materials, prevailing at the time of last issue of the materials. The assessed rate will be calculated by escalating the N.F.Rly's last purchase rate at the rate of 12% (Twelve percent) cumulative per year or part thereof.

(e) Contractor shall at all times maintain proper records showing for the materials supplied by the Railway, basis of the indent, the receipts and utilization of the materials and these records shall at all times be open for inspection by the Engineer or his representative.

(f) Railway will not accept any claim whatsoever in case there are any delays in issue of Railway material except for considering the request for extension to date of completion under relevant clause of GCC.

2.10 **ACCOUNTAL & DISPOSAL OF RELEASED MATERIALS:** - (i) before start of the work, contractor, jointly with the nominated Railway representative, shall take inventory of all materials likely to be released during execution of work and classify the same into serviceable/ unserviceable. A copy of the joint list shall be submitted to the Engineer-in-Charge by the Railway Supervisor of the work. Decision of the Engineer about quantity & classification of released material will be final & binding.

(ii) Materials released during the work shall be accounted for in the Measurement Book. All possible care should be taken by contractor while releasing materials to avoid any damage. Materials released shall be properly sorted out into serviceable & unserviceable, transported & stacked as directed by the Engineer or his representative in the Railway's godown or any other nominated place free of cost and handed over to **SSE/MW/LAB/MLG (Consignee)**. After completion of the work, the released materials accounted for in the Measurement Book shall be reconciled against the joint list of released materials as stipulated in para (i) above. In case the contractor fails to return the entire quantity of released materials, shortage will be assessed by the Railway and the cost thereof will be recovered from the contractor. Rates of recovery in case of serviceable material will be as prescribed for new material. Recovery for unserviceable material will be made twice of the scrap value as determined from the highest available rates of scrap of same.

2.11 **RETURN OF UNUSED/SURPLUS/RAILWAY MATERIALS:** - The contractor has to return at his cost any cut pieces of wires / cables etc. that may be left out and any surplus/released materials from the work and other packing materials that might have been handed over to him. These shall be handed over to **SSE/MW/LAB/MLG (Consignee), N.F.Railway**. The contractor shall take proper written acknowledgement from the representative of the engineer-in-charge for all the materials returned by him.

2.12 **RATES FOR ITEMS:**

2.12.1 The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) 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 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, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, 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 Railway, the

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erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and 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 Railway, the setting of all work and of the construction, repair and upkeep of all centre 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.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

2.12.2 The rate shall be quoted by the contractor in the schedule inclusive of all taxes and charges for labour, transportation, plants and equipments, tools, fuel and consumable (if any) including inspection charges of RDSO/RITES.

2.12.3 Price Variation Clause is not applicable under this contract.

2.12.4 The quantities of supply & works indicated in the schedule are approximate and purport to convey to the contractor an idea of the magnitude of the work. The rates quoted will be deemed to hold good for **any increase in quantity up to 25%.**

2.12.5 In the event of any reduction in the quantity to be supplied or work to be executed for any reasons whatsoever the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done or quantity of supply made in accordance with the accepted rate of the schedule.

2.12.6 Supply of materials and works not covered by the schedule of work/Requirements but necessary for completion of the work as per approved plan will be executed by the contractor, for which contractor will quote separately.

2.12.7 **SITE FACILITIES:** - The rates should be deemed to include charges for any and all site facilities that are considered necessary for the execution of the work unless otherwise indicated in the contract. To mean "site" in this connection, specific attention is drawn to stipulations in clause 1(1) of the General Conditions of Contract.

2.13 MEASUREMENTS, CERTIFICATES AND PAYMENTS

2.13.1 **Quantities in Schedule Annexed to Contract:** The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

2.13.2(i) **Measurement of Works by Railway:** The Contractor shall be paid for the works at the rates in the accepted bill(s) of Quantities and for extra works at rates determined under Clause 39 of standard General Conditions of contract, 2022 on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted bill(s) of Quantities 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 items the unit of which in the accepted bill(s) of Quantities is single, the quantities shall be calculated to two 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 be present 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

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signed the measurement books 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 consequence 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 measurements.
- (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.
- (c) In this contract, concerned **SSE/MW/LAB/MLG** shall record the measurements of work in **field book with signature of contractor or its representative** for the work supervised by them under their jurisdiction and the same shall be test checked by the concerned sectional officers. There after **SSE/MW/LAB/MLG (Consignee)** shall record the **Bill MB** based on the **field book**.

2.13.2(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted bill(s) of Quantities and for extra works at rates determined under Clause 39 of this condition on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted bill(s) of Quantities 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 items the unit of which in bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent 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 measurements.
- (ii) 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.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 2.13.2(i) above.

2.13.3 (1) "On-Account " Payments: 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 payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of

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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.

- 2.13.3(2) **Rounding off Amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.
- 2.13.3(3) **On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- 2.13.3(4) **Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.
- 2.13.3(5) **"On-Account" Payments: - In terms of above clause No. 2.13.3 (1) to 2.13.3 (4) , contractor shall be entitled to be paid from time to time by way of "On-Account" payment to the extent of 80% (Eighty percent) of the rate in the accepted schedule against the quantity supplied by him in terms of the contract. The balance 20% (Twenty percent) against the same shall be made after installation, testing and commissioning of the concern item or after completion of the work even the item is not being utilized and shall be kept as spare by consignee for future utilization.**
- 2.13.3(6) **For those schedule items, OEM's authorisation is required, payment will be made only after submission of warranty certificate**

2.14 Final payment

- 2.14.1 **Final payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 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 signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway 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 claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A., 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, 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 Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
- 2.14.2 **Post Payment Audit:** It is an agreed term of contract that the Railway 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 of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
- 2.14.3 **Production of Vouchers etc. by the Contractor:**
- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced 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

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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 in 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 Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

2.14.4 Letter of credit as Mode of Payment as per RB L/no. 2018/CE-I/CT/9 dated 04.06.2018

1. For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
2. This option of taking payment through LC arrangement has to be exercised in IREPS on which tenders are called by Railways by the Tenderer at the time of bidding itself, and the Tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
3. The option so exercised, shall be an integral part of the bidder's offer.
4. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
5. In case Tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - a. The LC shall be a sight LC.
 - b. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - c. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts office has its Account (Local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - d. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - e. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - f. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - g. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - h. The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - i. On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch.)
 - j. The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
 - k. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - l. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - m. The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

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- n. Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o. The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- p. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

3.0 **DEDUCTION OF INCOME TAX:** The railway shall at the time of arranging payment to the contractor be entitled to deduct Income Tax on the gross amount of each bill, at specified rate decided by central government administration from time to time. An Income Tax Deduction Certificate can be issued to the firm on demand and the final settlement of Income Tax should be made with concerned income tax authority.

3.1 DEDUCTION OF TAXES:

All taxes, royalties, Octroi etc. levied by local/state/central government administration such as CGST, SGST, IGST, Income tax, Service tax, Sales tax, Value added tax, road tax, entry tax etc. of whatever nature in connection with the contract work, as applicable as per The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's state Goods and Services Tax Act (SGST) as amended from time to time, shall have to be borne by the Contractor. Deductions towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time. The railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

3.2 DEDUCTION OF CESS UNDER THE BUILDING AND OTHER CONSTRUCTION WORKERS ACT 1996:

The Tenderer for carrying out any construction work must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the respective State Governments and submit certificate of Registration issued from the Registering Officer of the State Government (Labour Deptt). As per this Act, the tenderer shall be levied a cess @ 1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item shall be outside the purview of cess.

4.0 **FREE MAINTENANCE PERIOD:** - The contractor shall be bound to rectify any defects and/or short-comings that may arise in the work **executed for a period of one year** after completion and taking over of the installation by the railway free of cost at site. The aforesaid maintenance period of one year shall be reckoned from the date of taking over the work by the railway, excluding day(s) that will elapse, from the date of sending the intimation by the railway, to the Contractor (at his last known address) up to the date of completion of rectification. Should any dispute arise as to the correctness of the defects pointed out, the decision of Engineer-in-charge in this regard shall be final and binding. The necessary disconnection of working circuits/equipments (if any) for carrying out rectification shall be arranged by the Engineer-in-charge and such work shall be done only in presence of his authorised representative. After completion of such rectification works, all the circuits and equipments shall be tested and checked thoroughly by authorised representative of the Engineer-in-charge before reintroduction of normal working.

4.1 **Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

4.2 **Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of

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completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

- 4.3 **Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, 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 drawings or specifications or instruction of the Engineer, which defects, 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 materials or appoint another Contractor to amend and make good such defects, 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.
- 4.4 **Final Supplementary Agreement:** After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as per Annexure XIV of standard general condition of contract, 2022.
- 4.5 **Approval only by Maintenance Certificate:** No certificate other than maintenance certificate referred to in Clause 50 of the standard general condition of contract 2022, 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.
- 4.6 **Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of standard general condition of contract 2022 shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

5.0 **DETERMINATION OF CONTRACT:** - As per GCC-April/2022 Clause No. 61 & 62.

61. (1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway'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 Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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 Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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.

62. (1) Determination of contract owing to default of contractor: If the Contractor should:-

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- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Para 8 of the Instruction to Tenderers.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) 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 the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Part I of the Instruction of Tenderers, or provision of Clause 59(9) of these conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer.

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven 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 of the entire satisfaction of the Engineer, the Railway 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 after expiry of 48 hours' notice, a final termination notice should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.

62. (2) Right of Railway after, rescission of contract owing to default of contractor: In the event of any or several of the courses, referred to in Sub Clause (I) of this Clause, 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 work thereto for actually performed under the contract unless and 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.

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- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & 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 JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these conditions.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) The balance work shall be got done independently without risk & 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 JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of 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.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte 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) had at the time of rescission 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 and what was the value of any unused, or partially used materials, any constructional plant 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.

6.0 **Settlement of Disputes- Indian Railway Arbitration & conciliation Rules:** - It will be governed as per clause 63, 64 of standard general condition of contract April-2022. Contractor may acquaint himself with these clauses and process accordingly to claim in case of any dispute demanding conciliation & arbitration.

7.0 **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**

- 7.1 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 & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 7.2 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.
- 7.3 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 proper completion of the works within the time prescribed, the

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Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as 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 Railway to rescind the contract under Clause 62 of standard eneral condition of contract.

A. Deployment of Qualified Engineers at Work Sites by the Contractor:

7A.1 In terms of provisions of Clause 26A.1 to the General Conditions of Contract (GCC), contractor shall employ following qualified engineers during execution of the work:

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and
- (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh.

7A.2 Qualified technical staff should be available at site whenever required by the Engineer to take instructions. In case the contractor fails to employ the qualified engineer, as aforesaid in Para 7A .1 above, he, in terms of provisions of Clause 26A.2 to the GCC, shall be liable to pay an amount at the rate of Rs.40, 000/- and Rs.25, 000/- per month for the default period for the provisions, as contained in sub-Para (a) and (b) of Para 7A.1 above respectively.

7A.3 The contractor's technical staff should be present personally along with all the certificates of qualification before the Engineer within 15 days from the date of acceptance of the work. Once employed, technical staff shall be continued till completion of work. In exceptional circumstances, technical staff may be replaced with the prior approval of the engineer-in-charge.

8.0 LABOUR LAWS ETC. :-

- 8.1 **Wages to Labour:** - The Contractor shall be responsible to ensure compliance with the provision 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 subcontractors 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 Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway 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 application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same form Contractors bills /security deposit or any other dues of Contractor with the Govt. Of India.

- 8.2 **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 never the less 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 behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway 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.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

8.3 Provisions of Contract labour (Regulation and Abolition) Act, 1970:

- 8.3.1 The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 8.3.2 The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.
- 8.3.3 The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision 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 works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 8.3.4 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 Rules wherever applicable.
- 8.3.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the Railway due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the Railway 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 Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway 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 Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.
- 8.3.6 **Reporting of Accidents to Labour:** -The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor 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 Engineers Representative and shall make every arrangements to render all possible assistance.
- 8.3.7 **Provision of Workmen's Compensation Act:-**In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India
Railway 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 Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
- 8.3.8 **Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":**
The tenderers, for carrying out any construction work, shall get themselves registered with the Registering 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 by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

8.3.9 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

8.3.10 (i) 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, an 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 in 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 in 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 Acceptances (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.

(ii) 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."

9.0 **Jurisdiction of Court:** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. The successful tenderer(s) shall have to sign the contract agreement only at the office from where the acceptance letter has been issued.

10.0 Illegal Gratification:-

10.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

10.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & 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 upto the date of rescission.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

11.0 SAFETY PROVISIONS OF CARRYING OUT WORKS:

- 11.1 The contractor shall take all precautionary measures in order to ensure protection of his own personnel.
- 11.2 The contractor should abide by all the railway regulations and also ensure that the same are followed by his representatives, agents, servants or sub-contractor or workman. He is, therefore, bound under these clauses to give notice to them about the provisions of this clause and the consequent liabilities of the contractor under the agreement.
- 11.3 Within the station, especially on passenger platform, the contractor shall ensure sufficient free spaces for movement of passenger traffic. He must cover the excavations carried out in such areas with a view to avoid any accident.
- 11.4 The work must be carried out most carefully in such a way that they do not hinder the railway operation except as agreed to by the railway.
- 11.5 The contractor's employees and workers shall not, for any reason, operate any appliances and installations of the railway concerning the safety of train movements, but they should whenever necessary, notify to the qualified railway staff who will then take necessary steps.
- 11.6 The contractor shall abide by the Indian Electricity Act and the Indian Electricity Rules as amended from time to time.
- 11.7 (a) Suitable ladder for climbing the posts, and slings for supporting men on the post shall be used. Ropes required shall be used for erection of the posts. The size of the rope shall be adequate. The contractor shall take necessary precautions for working near the power lines. If any time the railway finds the safety arrangement is inadequate or insufficient, the contractor shall take immediate corrective action as directed by the railway's representative at site. Any direction in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working method.

(b) Necessary personnel safety equipments as considered adequate by the engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipments by those concerned.

(c) Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.

11.8 No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the railway property, staff and passengers / vehicles having been allowed to ply on the Bank. In case of an accident of any nature, the contractor will indemnify for any losses caused by him as a result of the accident.

11.9 Precaution to be taken during execution of work:

(a) Clearance as prescribed under the schedule of dimensions to ensure safety shall be complied with at all times during execution of work to avoid hazards to moving trains.

(b) The contractor/his representative should be careful to avoid interruption of existing circuits of the alignment. If any circuit is interrupted or made out of order the same to be restored immediately at his own initiative and expenditure.

(c) No work shall be carried out by the contractor or his representative on any working gear, unless permission for disconnection of the gear has been obtained by Signal & Telecom. Staff of the railway who is authorised in this regard and deputed for this purpose.

(d) No work shall be carried out by the contractor on a particular system or gear which is under test by the engineer and his representative, as the same may affect the test results adversely and/or cause hazard to staff/travelling public.

(e) **STORAGE OF INFLAMMABLE ARTICLES:** Inflammable materials such as petrol, oil spirit etc. shall be stored separately from other materials and all the precautions as required under the Indian Petroleum Act and Indian Explosive Act or any other act shall be taken by the contractor(s) to prevent any fire etc. at his cost.

12.0 NIGHT WORKS: Contractor will have to carry out the work during day time ensuring that none of the statutory laws are infringed. However the provision in clause 23 of the General Conditions of Contract should be noted regarding execution of work between sun-set and sun-rise. If the Engineer is satisfied that the work is not likely to be completed

Signature of the
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Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

in time, except by resorting to night work, he may order the same without conferring any right on the contractor for claiming any extra payment for the same.

- 13.0 **ELECTRIC SUPPLY:** The contractor(s) should make his/their own arrangement for arranging electric supply as may be required for the work. The railway may however, assist in recommending his/their application to the electricity authority for the power supply.
- 14.0 **RAILWAY PASSES:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
- 15.0 **CESS AND WATER CHARGES :** The contractor' labour employed/ residing at stations and in Colonies where railway sanitary facilities exists contractor(s) will have to pay cess charges as per rules in force on the railway from time to time. The contractor's labour will be allowed to use water where available in railway premises for drinking as well as for work on payment of water charges as per rule in force on the railway from time to time.
- 16.0 **DAMAGE DUE TO ACCIDENT, FLOOD, TIDE ETC.**
- (a)The contractor shall take all precautions against damage from accident, flood, cyclone etc. No compensation will be allowed to the contractor for damage or loss and the contractor shall be liable to make good the damage to any materials, structure or plant belonging to railway administration during the course of contracted work.
- (b)The administration will not be liable to pay to the contractor any charges for rectification or repairs of any damage, which may have occurred from any cause whatsoever to any part of the new/existing structure/installation during construction.
- 17.0 **STEPS TAKEN IN ORDER TO AVOID DAMAGES TO RAILWAY INSTALLATIONS:**
- The contractor shall see that no damage is caused to railway signalling installation, communication lines and cable, electric devices, trains of any kind, fencing as well as any rolling stock and in general to any railway installation and equipment. If any damages is caused to or suffered by any railway property or as an consequence of the acts or unlawful omissions of the contractor, its employees and workmen or other persons connected with it, the necessary repairs or replacements shall be effected by the railway at the risk and cost of the contractor. The said expenses shall be recovered from the moneys due and payable to the contractor or by other appropriate proceeding.
- 18.0 **CONTRACTOR'S LIABILITY, COSTS, DAMAGES ETC. :**
- (a)All costs, damages and expenses which the railway may incur or suffer and which are recoverable from the contractor under terms of this contract of the relevant law may at the discretion of the railway, be recovered by deducting the requisite amounts from any money due and payable or refundable to the contractor on any account whatsoever or by legal proceedings.
- (b)The railway also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor. In exercising this right the railway shall not act unreasonably.
- (c)In the event of any breach of the aforesaid conditions the contractor shall, in addition to throwing himself open to action for contravention of terms of the agreement and/or for criminal breach of trust, be liable to account to Govt. for all moneys, advantages or profits resulting or which in the usual course would have resulted by reason of such breach.
- 19.0 **SAFE CUSTODY OF MATERIALS :**
- (a)Security of all materials at the site where the work is in progress, and not handed over to the railway, shall be the contractor's responsibility and he shall arrange to guard the same from thefts by outsiders or his labourers at his cost. The cost of stores lost when under the custody of the contractor will be realised from contractor's bill.
- (b)Till such time the work is completed and taken over by the railway, custody of the materials used shall be the responsibility of the contractor, at his cost.

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Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

- 20.0 **FIRST AID:** The contractor shall maintain in readily accessible places First Aid Appliances which shall be placed under the charges of responsible person who shall be readily available during working hours.
- 21.0 **NOTICE TO PUBLIC BODIES:** The contractor shall give to the Municipality, Police and other authorities all notices that may be required under the law or any other statutory orders and obtain all requisite licenses, permits, etc. for temporary obstructions, enclosures, etc. and pay all fees, taxes and charges which may be leviable on account of his own operation in executing the Contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light etc. required at night.
- 22.0 **ERRORS OMISSIONS AND 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-in-charge without delay. In case of contradiction only the printed rules and books shall be followed and no claim for the misinterpretation shall be entertained.
- 23.0 **TRESPASS:** - The contractor shall at all-time be responsible for any damaged or trespass committed by his agents and workmen carrying out the work, unless such trespass is authorized by the Engineer or his nominee in his behalf.
- 24.0 **PLEA OF CUSTOM:** The plea of "Custom" prevailing will not on any account be permitted as an excuse for an infringement to any of the conditions of the contract or specification.
- 25.0 **ARRANGEMENT OF PERMIT AND LICENCE:** Arrangement for permits and license for materials will neither be made by the railway nor any assistance given. The contractor will have to make his/their own arrangement. Also no import license shall be arranged by this railway for this work.
- 26.0 **HINDRANCE BY GOVT. DEPTT. (S) IN EXECUTION:** Any hindrance created in execution of work by other Railway Department, State Government Department shall be solved by the engineer-in-charge on demand by the contractor. In this regards a Hindrance Register shall be maintained by the consignee.
- 27.0 **Relics and Treasures:** - All gold, silver, oil, other minerals of any description and all precious stones, coins, treasures relics antiquities, other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
- 28.0 **Insurance:** The contractor shall get the insurance done of his Men and vehicle for any untoward incidence (i.e. natural calamity, terrorism by militant and any other accident) during execution of work".
- 29.0 **Special Clause:** Subject to otherwise provided in the contract all notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken on his behalf by Deputy Chief Signal & Telecom Engineer / Network, NF Railway, and Maligaon.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

ANNEXURE-A

PART-III
PERFORMANCE GUARANTEE BOND

To

The President of India

In consideration of the President of India acting through the _____ (hereinafter called "the Government" having agreed to exempt _____ (hereinafter called "the said Contractor(s) from the demand, under the terms and conditions of an Agreement no. _____ date _____ made between the Government and the said Contractor(s) for _____ (hereinafter called "the said Agreement"), of the Performance Guarantee Bond for the due fulfillment by the said contractor's) of the terms and conditions contained in the said Agreement. On production of a Bank Guarantee for Rs. _____ (Rupees----- only), We _____ (hereinafter referred to as "the Bank") at the request of the said Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on demand from the Government stating that the amount claim is due by way of loss or damage caused to suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said 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 any amount not exceeding Rs. _____.

3. We, the Bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the said Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the said Contractor(s) shall have no claim against us for making such payment.

4. We, 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Government 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 the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____
We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the Government that, the Government 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 said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we, the Bank shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or any indulgence by the Government 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 effect of so relieving us.

6. This Guarantee will not be discharge due to the change in the constitution of the Bank or the said Contractor(s).

7. We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated theday of.....of 20.....

For (Indicate the name of the Bank)

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

ANNEXURE -B**PART-III****FORM FOR GUARANTEE BOND (FOR RAILWAY MATERIALS)**

In consideration of the President of India acting through _____ (hereinafter called "the Government") having agreed with _____ (hereinafter called "the said Contractor(s)") to permit Railway materials issued for the Contracted work being removed outside the Railway premises for the purpose as specifically provided for under the terms and Conditions on an Agreement No. _____ dated _____ made between the Government and the said Contractor(s) for _____

(hereinafter called "the said Agreement") subject to the said Contractor producing a Bank Guarantee for Rs. _____ (Rupees _____ only), We, _____ Bank (hereinafter referred to as "the Bank") do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractors of any of the terms and/or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts, due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions, contained in the said Agreement or by reason of the said contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, the Bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding 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 or our liability for payment there under and the said contractor(s) shall have no claim against us for making such payment.

4. We, 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged till the Government 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 the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the Government that the Government 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 said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or time to time any of the powers exercisable by the Government against the said contractor(s) or to show any forbearance in enforcing any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any items or extension being granted to the said Agreement or for any act of forbearance or omission on the part of the Government or any indulgence by the Government 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 effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said Contractor(s).

7. We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20

for _____

(Indicate the name of Bank)

Format attested

.Note : The validity/currency date should be at least three months beyond the expiry of date of completion of work.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III**ANNEXURE - C****NO CLAIM CERTIFICATE**

I/We _____ hereby certify that I/We have no claims outstanding against the N.F.Railway, either for work done or for labour supplied or for materials supplied or on any other account on the _____ District _____ Sub-division, No. _____ Zone and that I/We have been paid in full and in final settlement and satisfaction of all my/our claims.

Signature of the contractor

Date _____

Stamp:

Witness of Signature to Contractor.

Date _____

Name –

Address -

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III

ANNEXURE - D.

DETAILS OF TECHNICAL STAFF

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III

ANNEXURE - E

**DETAILS OF PLANTS AND PLANTS AVAILABLE WITH THE CONTRACTOR FOR
EXECUTION OF THE WORK**

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III**ANNEXURE - F.****TENDERER'S SELF INFORMATION.**

1. Tenderer's Proposal number and date :

2. Validity of Offer :

3. Name of the Tenderer :

4. Complete Postal Address :
including Telephone No.,
FAX No.,
E-mail address.:

5. Whether individual or
Consortium/Joint venture.

6. Collaboration / Channel partner,
if any. :

7. Turnover of last 3 Financial
Years (Year wise) :

8.: Name & address of the Officer to
all references shall be made regarding
this tender, with Telephone No,
Mobile No., e-mail.

9. Any other point tenderer may
like to specify.:

Signature :

Date :

Name & Designation :

Seal :

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III**ANNEXURE -H**

For arranging payment to Contractors/Vendors through RTGS/NEFT through the office of PFA by direct credit of the amount following Performa should be fill up.

- 1. Name of the individual firm :**
- 2. Bank Account Number :**
- 3. Bank Account Type :**
- 4. IFSC (Indian Financial system code) :**
- 5. MICR Code :**
- 6. Name of the Bank :**
- 7. Name of the Branch :**
- 8. Pan Card No. :**
- 9. Address of the individual Firm :**
- 10. Telephone No. of the individual Firm :**

Signature of the Contractors:
With office seal & date:

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

PART-III**ANNEXURE-I**

Reference - ANNEXURE-V of GCC-2022 with latest correction slip

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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 (Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration 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 railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security **and may also lead to any other action provided in the contract including** banning of business for a period of upto two year. Further, I/we (insert name of the

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate 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 Bid Security/Security Deposit and Performance guarantee **and may lead to** any other action provided in the contract including banning of business for a period of upto two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country
or,
if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

ANNEXURE-I(1)

Reference - ANNEXURE-V(A) of GCC-2022 with latest correction slip

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/Hindu Undivided family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the
.....(constituent firm/constituent partner) and member/partner of the
.....(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (Constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE OF THE CONSTITUENT
FIRM/CONSTITUENT PARTNER

Place:

Dated:

Signature of the
Tenderer(S)/Contractor
Stamp

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N.F.Railway, Maligaon

ANNEXURE - J

Reference- Annexure –VIA of GCC-2022 with latest correction slip

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India, Acting through the Deputy Chief Signal & Telecom/Network, N.F.Railway, Maligaon Guwahati-781011, Assam.

Beneficiary PFA&CAO/N.F. RAILWAY, MALIGAON, GUWAHATI-781011

Date: _____

Bank Guarantee Bond No.:

Date: _____

In consideration of the President of India acting through **(Designation & address of Contract Signing Authority)**, Railway,....., (hereinafter called "The Railway") having invited the bid for through Notice inviting tender (NIT) No.. , We have been informed that **[Insert name of the Bidder]** **(hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,**[Insert Name of the Bank]**, with its Branch_____ **[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through.....**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change,

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Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from _____ [insert date of issue] till _____ [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLE	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date _____

Place _____

Bank's Seal and authorized signature(s)

[Name in Block letters] _____

[Designation with Code No. _____]

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name & address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

END OF TENDER DOCUMENT

Signature of the
Tenderer(S)/Contractor
Stamp

Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon