

N.F.Railway**GOVERNMENT OF INDIA
N. F. RAILWAY****E-TENDER NO: N-2026-27-02RT-Dy.CSTE-NW**

Name of the work : S and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.

Tender Value : **Rs. 62,62,099.00 /-**

Bid security : **Rs. 1,25,300.00/-**

Cost of Tender Document : **Nil**

Date of Closing : **01/07/2026 at 15:00 Hrs.**

Date of Opening : **01/07/2026 at 15:30 Hrs.**

Completion Period : **180 Days.**

Signature of the
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Stamp

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

PART-I

**NORTHEAST FRONTIER RAILWAY
SIGNAL & TELECOMMUNICATION DEPARTMENT
E-TENDER NO. N-2026-27-02RT-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-2026-27-02RT-Dy.CSTE-NW
2	Name of work	S and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.
3	Tender value	Rs. 62,62,099.00 /-
4	Amount of Bid Security to be deposited	Rs. 1,25,300.00/-
5	Validity of offer	60 (Sixty) days from the date of opening.
6	Date & Time of closing of E-Tender	01/07/2026 at 15:00 hrs.
7	Date & Time of opening of E-Tender	01/07/2026 at 15:30 hrs.
8	Completion period	180 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. Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion(DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

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- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above 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. 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 that may happen thereto while in their possession, nor be liable to pay interest thereon.

15. 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**.

16. 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 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.

17. 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

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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.
18. 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.

19. Participation of JV Firms: - Not Permitted.

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

E- Tender No. N-2026-27-02RT-Dy.CSTE-NW

NAME OF THE WORK: S and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon. (E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.

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 **180** 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. 1,25,300/-** 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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Sr. Signal & Telecomm Engineer/Network
N.F.Railway, Maligaon

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 **180** 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. 1,25,300/-** 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.

- 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

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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:

- a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - iii. One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Similar Nature of Work means: “Any Telecom Work”

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2 Financial Eligibility Criteria: (as per para 10.2 of GCC (alongwith all correction slips)

The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less: where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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The tenderers shall submit requisite information as per **Annexure-K**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Explanation for Para 10 above: (Eligibility Criteria)

1. Substantially Completed Work means an on-going work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that on-going contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of

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credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

11. Tenderer's Credentials: - Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of N.F.Railways shall submit along with his/ their tender"

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
 - (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
 - (iii) 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.
 - (iv) 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

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documents duly self-attested / digitally signed by which they/he are /is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) 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.
- (vi) (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.

- ** 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

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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:

- (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.

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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 Appostille 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

AND

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

THEN

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.

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- 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 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/altered/ 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.

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(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)
(Designation)
_____Railway
Date _____

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

FORM (THIRD SHEET)

NAME OF THE WORK: S and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.

SCHEDULE OF RATES AND QUANTITIES

SN	Description of Material	Unit	Qty	Rate(Rs)	Total(Rs)	Insp. Authority
	Schedule-A					
1	Supply of GPON ONT Device for End User Premises having 1GE+1FE+1POTS+WIFI AC (Support 2.4Ghz and 5GHz) and designed for fulfilling FTTH. It should be fully compliant with technical regulations such as IEEE802.3ah and technical requirement of GPON as per TS-A1	Nos.	30	3479	104370	Consignee
2	Supply of 2 core Optical Fibre Cable (Unarmoured) for end user connectivity from splitter as per TS-A2	Mtrs.	3400	8	27200	Consignee
3	Supply of PLC splitter for Optical Power Splitter on edge having ratio 2:2/2:4/2:8/1:8 as per site requirement as per TS-A3.	Nos.	18	967	17406	Consignee
4	Supply of Joint Closure Box (Mini) for joining of OFC at user end as per TS. (Pack of 2 Joint Closure Box) TS-A4.	Set	26	163	4238	Consignee
5	Supply of Joint Closure Box for midway joining of OFC as per TS-A5.	Nos.	24	99	2376	Consignee
6	Supply of Joint Closure Box (2 ports) for ONT with dust-proof device to prevent dust from entering fibre optic panels as per TS-A6	Nos.	26	496	12896	Consignee
7	Supply of Simplex Single Mode Optical Fibre Patch Cord (5 Meter, SC/APC to SC/APC) as per TS-A7	Nos.	52	250	13000	Consignee
8	Splicing of OFC as per TS-A8	Nos.	36	100	3600	--
9	Supply of Cat-6 UTP cable roll/box of approx 305 mtr as per TS-A9.	Box	14	8114	113596	Consignee
10	Supply of 1" PVC conduit pipe /Casing capping superior quality with ISI mark including Laying and drawing of communication cable / power cable along with 1" PVC pipe/casing capping under the platform shed, on wall , roof as per instruction of site in-charge. All consumable materials like clamp, screw, angular portion etc. are to be supplied by	Mtrs.	360	49	17640	Consignee

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	the contractor as per TS-A10.					
11	Supply of Ethernet patch cord (2 Mtr long) as per TS-A11.	Nos.	70	146	10220	Consignee
12	Supply of RJ45 connector as per TS-A12.	Nos.	130	6	780	Consignee
13	Supply of 12 core single mode armoured OFC as per TS-A13.	Mtrs.	5000	36	180000	Consignee
14	Over Head OFC laying as per TS-A14.	Mtrs.	3000	18	54000	Consignee
15	Supply of Ceramics cup for passing the fibre through its hole and to tie with electrical pole wherever required as per TS-A15.	Nos.	200	10	2000	Consignee
16	Supply of Tie for Ceramic Cup used to hold the fibre as support while laying fibre overhead (Set/Package of 100 pieces)TS-A16.	Set	30	188	5640	Consignee
17	Installation, testing & commissioning of the FTTH equipment as per TS-A17.	Job	8	6000	48000	---
	Schedule-B					
1	Trenching in normal soil to a depth of 1.2 metre and 300 mm wide and backfilling after laying of PIJF/OFC / pipe /duct as per technical specification TS-B1.	Mtrs.	3000	41	123000	---
2	Digging, laying & Covering of PIJF/OFC cable including supply of all materials for cable laying in Road/Culvert/Concrete area crossing including GI Pipes by Micro tunnelling process as per site requirement as given in TS-B2.	Mtrs	520-	591	307320	---
3	Supply of 10 pair PVC insulated cable of copper conductor, size 0.5 mm dia as per TS-B3.	Mtrs	3400	115	391000	Consignee
4	Supply of 20 pair PVC insulated cable of copper conductor, size 0.5 mm dia as per TS-B4.	Mtrs.	3700	232	858400	Consignee
5	Supply of 10 pair krone module as per TS-B5.	Nos.	1060	297	314820	Consignee
6	Supply and installation of cable distribution cabinet Pillar complete with inside frame work for accommodating 400 pairs and supply of IDC disconnection tool for IDC module for 200 pairs as per TS-B6.	Nos.	10	20456	204560	Consignee
7	Supply of Glass Tray as per TS-B7.	Nos.	60	1399	83940	Consignee
8	Supply of Thermosink Jointing Kit: TSF-3 as per TS-B8.	Nos.	55	1472	80960	Consignee
9	Supply of Thermosink Jointing Kit: TSF-2 as per TS-B9.	Nos.	55	1000	55000	Consignee
10	Jointing of all types of Telecom Cables Using Jointing Kit as per TS-B10.	Nos.	50	425	21250	---
11	Supply of 50 Pair wall Mount Distribution Box with shutter as per TS-B11.	Nos.	44	5000	220000	Consignee

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12	Supply of Desk Type Push Button CLI phone as per TS-B12.	Nos.	48	940	45120	Consignee
13	Supply of 2 line corded telephone with handsfree speaker as per TS-B13.	Nos.	48	5225	250800	Consignee
14	Supply of Rosette Box with 2 port (Pack of 2 sets) as per TS-B14.	Set	215	141	30315	Consignee
15	Supply of two modules surrounds and grip plate with module mounting Box as per TS-B15.	Nos.	130	151	19630	Consignee
16	Supply of RJ-11 1G Telephone outlet with shutter and termination of cable as per TS-B16.	Nos.	140	122	17080	Consignee
17	Supply and installation of mild steel conceal box of size 4" x 4" as per TS-B17.	Nos.	150	111	16650	Consignee
18	Supply of telephone directory as per TS-B18.	Nos.	90	1599	143910	Consignee
19	Supply of Genuine Line Cord (Single Line) as per TS-B19.	Nos.	220	59	12980	Consignee
20	Supply of TDR(Time Domain Reflectometer) based Cable fault Locator for metallic cables such as Railway Signalling & Telecom Cables as per TS-B20.	Nos.	1	149869	149869	Consignee
21	Installation of glass tray, distribution box, telephone outlet with shutter and all other equipments as per site requirement as given under TS-B21.	Job	4	10000	40000	---
22	Supply of 50 pair 0.5mm dia switch board PVC indoor copper conductor as per TS-B22.	Mtr.	1000	338	338000	Consignee
23	Supply & installation of Distribution box of 100 pair capacity fitted with krone module of disconnection type as TS-B23.	Nos.	5	9221	46105	Consignee
24	Supply of 1 KVA offline UPS as per TS-B24.	Nos.	5	2975	14875	Consignee
25	Supply of electric hammer driller tool as per TS-B25.	Nos.	1	8880	8880	Consignee
	Schedule-C					
1	Supply of RG-6 CU Jelly Filled Co-axial cable (Coil/Box of 305 Metres) as per TS-C1.	Box	12	5309	63708	Consignee
2	Supply of Single Line handsfree telephone as per TS-C2. Make: Panasonic or superior	Nos.	10	3348	33480	Consignee
3	PVC Sleeves of as per TS-C3.	Mtr	300	75	22500	Consignee
4	Supply of TSF-1 cable Jointing kit as per TS-C4.	Nos	10	859	8590	Consignee
5	Digital key Handfree full Duplex Telephone with 16 DSS MATRIX Telephone as per TS-C5.	Nos	10	5691	56910	Consignee

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	Schedule-D					
1	Supply of 100 pair 0.5mm dia of switch board PVC indoor Copper conductor as per TS-D1. Make: Finolex/Delton or better	Mtr.	1000	792	792000	Consignee
2	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-D2.	Mtrs.	1730	172	297560	--
3	Supply of portable network access terminal as per TS-D3.	Nos.	5	77871	389355	Consignee
4	Supply of PVC conduit pipe/casing capping superior quality with ISI mark (25mm or as per site requirement) as per TS-D4.	Mtrs.	2920	33	96360	Consignee
5	Laying of co-axial/CAT-6/telephone cable along with PVC conduits pipes/casing capping as per TS-D5.	Mtrs.	2910	31	90210	---
	Total(Rs)				62,62,099	

(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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Sr. Signal & Telecomm Engineer/Network
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FORM (FOURTH SHEET)**Technical Specification**

Name of the work: S and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.

TS-A1**Technical Specification for GPON ONT Device:**

GPON Interface Specifications	
Connector Style	SC/PC
PON Quantity	1(minimum)
Fiber Style	Single Mode
PON Interface Standard	ITU-T G.984.2/ITU-T G.984.3/ITU-TG.988 Class B+
PON Interface Receiving Rate	1.24 Gpbs or higher
PON Interface Transmitting Rate	2.4 Gpbs or higher
Optical Receiver Sensitivity	Precede -28dBm
The Length of the Optical Link	20 Km or higher
Wi-Fi Specifications	
Standard	IEEE 802.11ac/b/g/n
Transmission Speed	2.4GHz Frequency: IEEE 802.11b : 11/5.5/2/1M(Auto) IEEE802.11g : 54/48/36/24/18/12/9/6(Auto) IEEE802.11n : 270/243/216/162/108/81/54/27Mbps up to 300Mbp
	5GHz Frequency: IEEE 802.11n : Highest transmission speed up to 300Mbps IEEE 802.11ac : Highest transmission speed up to 867Mbps
Channel Number	2.4GHz : 13, 5GHz : 4
Spread-Spectrum Technique	DSSS(Direct Sequence Spread Spectrum)
Data Modulation	DBPSK,DQPSK,CCK and OFDM(BPSK/QPSK/16-QAM/64-QAM)
POTS Specifications	
	Support SIP voice protocol
	Support H.248 voice protocol
	SIP protocol: ISP provide the port number of the main SIP proxy server and terminal VOIP
	Value range is 1-65535,system default value is 5060
	H.248 protocol: ISP provide port number of the spare MGC server and

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	VOIP terminal
	Port Ringing Current Voltage: 50±10VAC, 30±10H
	Port type POTS (VOIP)
	Support G.711 A-Law/u-Law, G729A/B, G.723.1-5.3/6.3, G.726.etc.
	voice coding/compressed technology
Special Functions	
	Support NAT, DMZ, DNS features
	Support Multiple SSIDs
	Support Multiple VLAN
	Support CAS, L2oGRE
	Support IPV6, PPPoE, DHCP and Static IP configuration for WAN Interface
	Support IP, MAC filtering, Firewall Functionality in routed mode

Make: Genexis- Titanium E42/Superior.

TS-A2

Specification for 2 core Optical Fiber Cable (Unarmoured).

No of Cores	2 Core
Overall Diameter	4.5mm
Material	HDPE
Tensile Strength	Indoor
Type	Non Armoured
Fiber Type	G657A1
Insulation Thickness	4.5mm
Mode Type	SM
Jacket Thickness	4.5mm
Length	2000m
Strength Member	Double Yarn
Suitable for	FTTH

TS-A3

Specification for PLC splitter for Optical Power Splitter on edge having ratio 2:2/2:4/2:8/1:8.

Connector Type	SC/APC
Input/ Output Fiber Diameter	900µm
Loss Uniformity	≤0.8dB
Polarization Dependent Loss	≤0.2dB
Wavelength Dependent Loss	≤0.3dB
Input/ Output Fiber Length	1.5m
Return Loss	≥50dB
Directivity	≥55dB
Operating Bandwidth	1260~1650nm

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TS-A4**Joint Closure Box(Mini) for jointing of OFC at user end.**

- It should be self-locking system with stainless steel screws
- It should be lightweight and compact size with approximately 20 cm length x 10cm width x 4 cm Height
Capacity: 6 core per splice tray
- It should have two points entrance and exit making it more convenient
- It should be suitable for communication, network system, FTTH.

TS-A5**Specification for Joint Closure Box for midway joining of OFC.**

- The closure box should be suitable for placing of 6 core armoured OFC cable after splicing.
- Material : ABS
- No. of splice tray-01
- Installation type- Pole mount/Wall mount.
- Sealing type: Mechanical.

TS-A6**Specification for Joint Closure Box (2 ports)**

- Joint Closure Box (2 ports) for ONT with dust-proof device.
- It is necessary to prevent dust from entering fibre optic panels.
- It is required to place the 2 core fibre after splicing at user's end.

TS-A7**Specification for Simplex Single Mode Optical Fiber Patch Cord.**

- Connector Type: SC/APC
- Fiber Type: Single Mode
- Item Length: 5mtr

TS-A8**Splicing of OFC as per.****Splicing of fibres individual fibre core is to be done under this schedule of work.**

- Care should be taken to place the finished splice into the splice tray and loop excess fiber around its guides.
- It is to be ensured that the fiber's minimum bending radius is not compromised.
- It is to be ensured that transmission loss after splicing is less than 0.03 dB loss per splice.

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Stamp

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TS-A9**Specification for Cat-6 UTP.**

- CAT6 UTP cable that supports Gigabit Ethernet (1000 Base-T) standard.
- Conductor: 23 AWG Solid bare Copper
- Insulation: High Density Polyethylene Solid
- Pairs: 2 Insulated conductors twisted together
- Sheath : FR-PVC/LSZH
- Operates at a bandwidth up to 250 MHz.
- Should Comply TIA/EIA-568.C.2 Category 6 ISO/IEC Class E.

Make: D-link/ Finolex/Similar.

TS-A10**PVC conduit pipe of 1” dia. / Casing capping**

- Under this scope of work, contractor has to supply PVC conduit pipe of 1” dia. / Casing capping as per site requirement and it should be of superior quality with ISI mark.
- Laying and drawing of communication cable /power cable along through the above 1" PVC pipe/casing capping using all necessary joints, bends & Tees as per site requirement.
- Installation without proper joints, bends & Tees of conduit pipe / Casing capping will be treated as incomplete work.
- All consumable materials for this job such as clamp, screw, angular portion etc. are also to be supplied by the contractor.

TS-A11**Specification for Cat 6 UTP Patch cord**

- Length of 2 mtr and 1 mtr as per site requirement.
- Cat 6 Unshielded Twisted pair 100 ̸ stranded cable
- Multi Strand and highly flexible
- 24-26 AWG Round
- HDPE Insulation over conductors, PVC jacket all over
- Individual cable pair separated by a PE former
- RoHS Compliant.

Make: D-link/Finolex/Similar.

TS-A12**Specification for RJ-45 connector**

- It should support 10/100 base T, with gold plated pins
- Suitable for CAT-6 STP cables.
- RJ45 modular plug supports 4 twisted pairs,
- 8 positions,
- 8 connectors
- Transparent color
- Contact Terminal: Copper Alloy

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TS-A13**Specification of 12 core single mode armoured OFC.**

- Suitable for Outdoor network System.
- Excellent moisture resistance.
- Jacket Material : LSZH / HDPE
- Excellent Crush resistant performance
- Jacket Material HDPE- Black Sheath UV Proof
- Filled with gel to prevent water ingress in loose tube
- Armouring: Corrugated steel tape.

Make: D-link/Finolex/Similar.

TS-A14**Over Head OFC laying.**

Laying of OFC is to be carried out as per the route plan and as per direction of site supervisor and Engineer-incharge of the work.

TS-A15**Ceramics cup for passing the fiber through its hole and to tie with electrical/ GI pole.****TS-A16****Tie for Ceramic Cup used to hold the fibre as support while laying fibre overhead (Set/Package of 100 pieces)**

- Length of the tie should be as per site requirement or as suggested by Railway Site supervisor.

TS-A17**Installation, testing & commissioning of the FTTH equipment:**

- Installation, testing & commissioning of the FTTH equipment such as ONT, laying of end user optical cable etc. should be done as per instruction of Engineer in-charge /site supervisor of the work. Any other items which are not listed in the schedule items but necessary for FTTH and Railnet connection commissioning at all the Railway Bungalow covered under this tender is to be supplied by contractor within this scope of work.

TS-B1**Specification for Trenching.**

- Under this schedule excavation of cable trench of 300 mm wide & 1.2 mtr. depth is to be carry out in all types of soil(except rocky soil).
- For trenching portions which will be less than 1.2 mtr of depth at the non-feasible locations or as per site conditions, proportionate payment will be made as per the actual depth. For this purpose, effective length of the trench will be calculated based on the actual depth w. r. t. the desired depth of 1.2 mtr. for the measurement the length of the trench.
- The trench shall be done as per approved cable route plan and as per direction of Railway supervisor at site.

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- In case of water comes out in trenches dig for cable laying, it shall be evacuated by contractor using exhaust pump to clear the trench, so that work is not affected on this account. All machinery for doing this job shall be arranged by contractor at his/her cost.
- Under this scope of work required Telecom cables should be laid at the trenches as per direction of Railway supervisor of the work.
- Refilling the cable trench with loose soil/earth and consolidating to the level of surrounding ground shall be done by the contractor after laying of requisite cable is completed.

TS-B2**Digging, laying & Covering of PIJF cable including supply of all materials for cable laying in Road/Culvert/Concrete area crossing including GI Pipes by Micro tunnelling process as per site requirement**

The cables at rocky soils /crossing tracks are to be laid through GI pipe/RCC/DWC pipe by Micro Tunnelling using appropriate Tunnelling machines and equipment. The diameter of the Micro Tunnels should be such that the cables are passed through the tunnel easily without causing any stress that may result in damages to the cable conductors. In case, while laying the cables, it becomes necessary to dig any concrete area/ road, the same should be made up as it were. GI pipe/RCC/DWC pipe required for this job is to be supplied by the contractor as per site requirement. This work should be carried out as per direction of Railway site supervisor.

TS-B3**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/Similar

TS-B4**20 pair PVC insulated cable of copper conductor, size 0.5 mm dia.**

- No. of Pairs : 20 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/Similar

TS-B5**10 pair krone module should have the following features:**

- 10 pair krone module should be based on LSA-PLUS connection technology
- Fits on all LSA-PLUS back mount frames.

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- Robust long term environmental stability.
- Frequency of connection should be more than 200 times.
- Current carrying capacity: 2A (approx.).
- Insulation resistance: More than 50000 Mega ohms

TS-B6**Technical specification of cable distribution cabinet pillar (400 pair capacity, fitted with 200 IDC).**

- (a) Cabinet pillars shall be fabricated from mild steel casting of 2mm minimum thickness complete with a mild steel frame work with suitable holes per mounting the cable termination box 400 pair capacity, adequate number of jumper ring and earth terminal etc. The MS strip for the frame work shall be minimum 10mm x 50mm of suitable length. It should be fitted with IDC Module for 200 pair.
- (b) The cabinet pillar should have door with locking arrangement.
- (c) The door should be having proper gasket to prevent rain water ingress.
- (d) The entire body of the cabinet pillar both inside and outside should be painted first with primer and then with enamel paint of colour as per the direction of site in-charge.
- (e) One standard connecting /Disconnecting Tool krone type shall be supplied with each cabinet pillar make: Krone or similar.
- (f) Cabinet pillars should be installed through strong RCC foundation with standard ratio at the locations decided by railway representatives of the work.

TS-B7**Specification of Glass Tray.**

- Suitable for placing setup box/ telephone.
- Size : 18 x 12 inch and 8mm(Approx) Thickness Black Brass Glass With Stainless Steel Railling Patti With Stainless Steel Heavy F-Brackets.
- It should be of antirust and corrosion resistance quality.
- All necessary fitting materials should be supplied along with the tray and

TS-B8, TS-B9, TS-C4**Thermosink Jointing Kit: TSF-3, TSF-2& TSF-1.**

As per RDSO/SPN/TC/57/2015, Rev.1 or latest

TS-B10

Jointing of all types of Telecom Cables using Jointing Kit as per standard jointing procedure outlined in RDSO Specifications.

TS-B11**Specification for 50 Pair wall Mount Distribution Box with shutter.**

- Telephone Distribution Box with Back Mount Frame.
- Material: Heavy Duty ABS enclosure.
- Water proof
- It should be fitted with 50 pair krone modules.

Make: Hansel or Better.

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TS-B12**Specification for Desk Type Push Button CLI phone.**

- FSK/DTMF compatible caller-ID, two-way speakerphone with programmable receive sound setting
- 80 incoming Memory
- 24 outgoing memory
- Real-time clock with year, date and month display
- LED for in use indication

Make & Model Beitel M53 or similar.

TS-B13**Specification for 2 line corded telephone with handsfree speaker.**

- Corded phone with handsfree speakerphone.
- 2 line operation with 3 way conference call.
- Conference calls, 20 station one touch dial and 10 station speed dial.
- 16 digit LCD display with numeric keypad, ringer indicator
- Clock, data ports, speed dialing, time display.

Make & Model: Panasonic Two line KX-T2378MXWD/ Similar.

TS-B14**Specification for Rosette Box with 2 port (Pack of 2 sets).**

- This should be suitable for separating voice signal and ADSL digital signal from telephone signal.

TS-B15**Two modules surround and grip plate with module mounting Box.**

- It should have two nos. of RJ11 ports.

Make: Legrand/D-link/superior.

TS-B16**RJ-11 1G Telephone outlet with shutter and termination of cable.**

Make : D-link/superior.

TS-B17**Mild steel box**

- High quality mild steel conceal box of size 4" x 4"

TS-B18**Telephone directory stand**

- Package should Content 1 x A4 Paper Holder
- Best excellent quality office accessories.

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- Suitable for Clear acrylic sign displays.
- It should be made with premium grade acrylic plastic sheet that is as clear as glass, but unbreakable and more sturdy than it.
- Before supply of the item one sample is to be provided to SSE/Tele/Auto/MLG for approval of item.

TS-B19**Genuine Line Cord (Single Line)**

- Connector Type RJ11
- Cable Type RJ11
- Suitable To Connect Voice/ 56K Fax/Data/

TS-B20**Specification for TDR(Time Domain Reflectometer) based Cable fault Locator**

- Range : 15 Kms or more
 - Dead Zone : 0m
 - Accuracy : +/-1-m
 - Pulse Width : 40ns-7μs(Approx) with automatic adjustment
 - Vop : 90 ~300 m/us
 - Distance to fault : Auto
 - Pulse Test Voltage : 30 V
 - Testing Accuracy : $\pm 1\% \times \text{cable length}$
 - Data Storage & Transfer : Yes, with USB
 - Battery : Rechargeable, provided with charger
 - Display : Color LCD display, 4.3" display size
- Make & Model : Stanley-ST90 or latest version / Similar.**

TS-B21**Installation of glass tray, distribution box, telephone outlet with shutter and all other equipments as per site requirement.**

- This scope of work covers the installations of items such as Distribution Box (Distribution Box is to be installed at the locations identified by Railway site supervisor of the work. Termination of the end cables should be done as per the distribution plan prepared by Railway site supervisor of the work and in the presence railway representatives. Cables inside the Distribution box should be properly dressed).
- Installation of two modules surrounds and grip plate with module mounting Box, RJ-11 1G Telephone outlet etc at all the Railway Qtrs covered under this tender.
- Any other items which are not listed in the schedule items but necessary for telephone connectivity work at Bungalows covered under this tender is to be supplied by contractor within this scope of work.
- This portion of job is to be carried out as per direction of Railway site supervisor.

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TS-B22**Specification of 50 pair 0.5mm dia switch board PVC indoor copper conductor**

- No. of Pairs : 50 Pair
- Conductor Material : Copper
- Size of Conductor : 0.5 sq mm
- Max. Overall Diameter : 9.8 mm
- Nom. Insulation Thickness: 0.2 mm
- Resistance (Max.) per Km at 20° C : 92.2 ohms
- Insulation : High Density Polyethylene

Make: Finolex/Delton or Similar

TS-B23**Supply & Installation of Distribution box of 100 pair capacity fitted with krone module of disconnection type**

- Telephone Distribution Box with Back Mount Frame.
- Material: Heavy Duty ABS enclosure.
- Water proof
- It should be fitted with 100 pair krone modules.
- Distribution Box is to be installed at the locations identified by Railway site supervisor of the work.
- Termination of the end cables should be done as per the distribution plan prepared by Railway site supervisor of the work and in the presence railway representatives.
- Cables inside the Distribution box should be properly dressed.

Make: Hansel or Better.

TS-B24**Specification for 1 KVA Off line UPS**

- Capacity : 1KVA
- Rated Output (Volt) : Single phase sinewave 230V AC , 50Hz
- Battery : 12V,14A SMF-VRLA 1 no.(inbuilt)
- Input (Volt) : Single phase sinewave(160-280V)

Make: Luminous/Microteck/Similar.

TS-B25**Electric hammer driller tool.**

- Heavy Duty Rotary Hammer Drill
- 220 Volts , 1500W
- 4400bpm(approx.) , 5.5J with Vibration Control and Safety Clutch
- Including 6 drills and 2 chisels with Case
- It should have following items.
- 1no. Adjustable wrench,
- 1 no. Long nose plier,
- 1 no. Slotted screwdriver,
- 1 no. Screwdriver,
- 6 nos. drill bits (off different size)
- 1 no. Auxiliary handle
- 1 no. Replaceable carbon brush set

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- 1 no. Carrying Case.
Make: Bosch/Stanley/Similar.

TS-C1**Finolex RG-6 CU Jelly Filled Co-axial cable (Coil of 305 Metres)****Conductor**

- Conductor Type Copper Clad Steel (CCS)
- Nominal Conductor Diameter 18 AWG (1.02 mm nominal)

Dielectric

- Dielectric type Gas Expanded Foam PE

Shielding

- 1st Shield :Aluminium tape bonded to dielectric
- 2nd Shield : Aluminium braid wire

Jacketing

- Outer Sheath material :PVC- Black
- Nominal thickness 0.70 mm
- Approximate Cable OD 6.60 mm

Impedance

- $75 \pm 3 \Omega$

Make: D-link/Finolex/Similar

TS-C2**Single Line handsfree telephone**

- Corded phone with caller ID and handsfree speakerphone
- Auto redial with 20 redial memory
- 20 one touch and 10 speed dialer
- Ringer indicator

Make & Model: Panasonic KX-TS880MX or superior.

TS-C3**PVC Sleeves**

- Suitable for insulation of telephone indoor cable joint.
Size: 1mm dia. or larger dia. as per site requirement.

TS-C5**Digital key Handfree full Duplex Telephone with 16 DSS MATRIX Telephone. Should have the following features:**

- 240*64 Pixels Graphical LCD with Backlit
- 4 Intelligent Context Sensitive Keys
- Polyphonic Ringtone
- Fixed Function Keys (with LED) – Voice Mail, Mute, Do Not Disturb, Headset, Speaker
- Fixed Function Keys (without LED) – Hold, Conference, Redial, Transfer
- Built-in 16 DSS Keys for Feature, Line, Extension
- Message Wait and Ringer Lamp
- Headset Interface – 3.5 mm, RJ9
- Adjustable Desk Stand
- High-Quality Full Duplex Speaker Phone

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- Volume Adjust Key
- Should have provision to expand with DSS32 module.
Make : Matrix EON 510 or Similar.

TS-D1**100 pair 0.5mm dia of switch board PVC indoor Copper conductor.**

- No. of Pairs : 100 Pair
- Conductor Material : Copper
- Size of Conductor : 0.5 sq mm
- Max. Overall Diameter : 9.8 mm
- Nom. Insulation Thickness: 0.2 mm
- Resistance (Max.) per Km at 20° C : 92.2 ohms
- Insulation : High Density Polyethylene
Make: Finolex/Delton /Similar.

TS-D2**Specification for Concealed Wiring:**

- This job includes the supply and fixing of 3/4" dia Conduit pipe with its accessories after cutting the wall/roof/floor.
- Cutting of wall/roof/floor may be done through 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.
- Conduit pipes and its accessories should be of renowned brand.
- Separate conduits to be used for Power and Telecom /data cable wiring. All the required masonry materials like sand, stone, cement & paint etc. shall be supplied by the contractor for successful completion of the work in all respect and to the satisfaction of railway.

TS-D3**Specification for portable network access terminal.**

- Intel Core Ultra 5/Apple M4 processor or latest
- 14" IPS/OLED Display
- 16GB RAM
- 512 GB SSD
- Windows 11 Home/ Mac OS or latest with Lifetime Validity.
- Genuine MS Office 2021 of latest version.
- Carrying bag of good quality.
Make & Model: Lenovo/Dell/HP/Apple.

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TS-D4

PVC conduit pipe/casing capping superior quality with ISI mark (25mm or as per site requirement).

TS-D5

Specification for Laying of co-axial/CAT-6/telephone cable along with PVC conduits pipes/casing capping.

1. Laying should be neat and clean as per direction of site engineer. Conduit pipe supplied against the schedule item no.B-12 should be used for this execution portion.
2. After completion of laying of cables in the wall/platform, the contractor should normalise the position of the wall/platform.

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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 and T work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon.

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 Divisional Signal and Telecomm Engineer/Network or 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/Tele/Railnet/IC/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 work in connection with (A) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.413 & 434 in Nambari officer colony, Maligaon. (B) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.414 & 415 in Nambari officer colony, Maligaon. (C) Construction of 2 units Type-V Quarters on replacement basis of old Bungalow No.416 & 417 in Nambari officer colony, Maligaon. (D) New construction of 02 units Type-V Quarters in Nambari officer colony, Maligaon.(E) Construction of 2 units VI Quarters in Nambari officer colony, Maligaon”** as described in the schedule of rates and quantities and technical specifications of the tender, unless deviations if any, specifically approved by the railway.

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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 30 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 fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

(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+29 = Supply of the materials as per schedule of Rate and Quantities
3. D+179 = Installation & commissioning of the supplied items completion of work.

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.

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- 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 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).

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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.

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 180 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 **180 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

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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.

(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.

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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 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**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), 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.

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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.

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 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.

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- (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 submitted by bidders as below:

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

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/Tele/Railnet/IC/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

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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 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/Tele/Railnet/IC/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/Tele/Railnet/IC/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/Tele/Railnet/IC/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.

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- 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/Tele/Railnet/IC/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 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.

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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 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/Tele/IC (MW, Auto Exchange, Railnet)/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/Tele/Railnet/IC/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 notwithstanding 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.

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(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 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 to 2.13.3 (4) Contractors 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 all those schedule items where OEM's warranty is required, payment shall be made only after submission of warranty certificate along with all required necessary documents.**

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

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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 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

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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.
- 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.

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- 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 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

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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:-

- (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.

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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.
- (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

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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 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 general 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 from 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

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N.F.Railway, Maligaon

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.

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

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N.F.Railway, Maligaon

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.

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

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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.

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.

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N.F.Railway, Maligaon

(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 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.

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N.F.Railway, Maligaon

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.

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

Signature of the
Tenderer(S)/Contractor
Stamp

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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.

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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
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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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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.

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Stamp

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N.F.Railway, Maligaon

ANNEXURE - K

Reference- Annexure –VIB of GCC-2022 with latest correction slip.

NAME OF BIDDER:

Annual Contractual Turnover Data for the Previous 3/4 Years(Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports _____

(Signature of Chartered Accountant) Name
of CA _____

Registration No: _____

(Seal)

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END OF TENDER DOCUMENT

Signature of the
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