

**START OF TENDER DOCUMENT**

**TOP SHEET**

**NORTH EASTERN RAILWAY**



**TENDER No:- L/17/15-16/02**

**NAME OF WORK:-** AT Varanasi division:- Provision of Solar street light in different Railway colonies.

**Approx. Cost:** ₹1266900/-

**Name of Contractor:** .....  
.....  
.....

Tender Document cost:  
₹ 2000/- in cash  
₹ 2500 /- by post

Divisional Electrical Engineer/General  
North Eastern Railway, Varanasi

**NORTH EASTERN RAILWAY**

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**NORTH EASTERN RAILWAY**  
**Tender Notice No. L/17/15-16 Date-08.02.16**

Divisional Electrical Engineer/General, North Eastern Railway, Varanasi for and on behalf of President of India, invites sealed Open Tender for the following work.

S. No	Name of work	Approx. Cost (in Rs)	Earnest money (in Rs)	Cost of tender documents (in Rs)	Date of opening	Completion period
01	Provision of Air Cooling solution for Chhapra Running Room(Ground Floor) , Chhapra Guard Running room (IInd Floor) & Ballia Running Room (Ground Floor).	₹2057880/-	₹41200/-	₹3000/-	15.03.16	90 days
02	AT Varanasi division:- Provision of Solar street light in different Railway colonies.	₹1266900/-	₹25400/-	₹2000/-	15.03.16	90 days
03	Electrical work connection to provision of mechanized laundry at Divisional Hospital and provision of LED based façade lighting on DRM Building, Divisional Hospital & CRI.	₹1029593/-	₹21000/-	₹2200/-	15.03.16	90 days

1. For SI no 01 & 02 allotted box no - **BSB /ELEC/ 01** and SI no 03 allotted box no. **BSB /ELEC/ 02** at DRM/Electrical/Varanasi office and allotted box by DRM/Electrical/Lucknow/N.E. Railway office.

2. Sealed tender documents should be drop in the office of DRM/Electrical/Varanasi office, N.E. Railway and DRM/Electrical/Lucknow office, N.E. Railway upto 13:30 Hrs. on 14.03.2016. The tender will be opened on 15.03.2016 at 15:00 Hrs. Divisional Railway Manager/Electrical./Varanasi office, N. E. Railway.

3. Further particulars and tender forms can be purchased from the Office of Sr. Divisional Electrical Engineer/General, North Eastern Railway, Varanasi on any working day between 10.00 Hrs. to 13.30 Hrs. till two day before of the tender opening date on cash payment of tender paper cost as mentioned above for the respective work. Tender can be purchased by post through money order only till seven days before of the tender opening date on additional payment of ₹500/- as postal charges. Cost of the tender documents is non- refundable and tender documents are non-transferable. Railway will not be responsible for late receipt of tender by post . incase of any unavoidable circumstances viz band, Holiday, strike etc ,the dropping of tender papers and opening of tender will be done on next working day.

4. The following document should be submitted along with tender.

A. List of personnel, organization available on hand and proposed to be engaged for the subject work.

B. List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.

C. List of work completed in the last three financial year giving description of work, organization for the time of award, date of award and date scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

D. List of works in hand indicating description of work, contract value and approximate value of balance work yet to be done and date of award.

E. The tenderer(s) shall be eligible only if he/they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc

F. Tenderer should also have "A" class Electrical Contractor license issued by the state Government (**For only SI no 03**).

Note :-

I) In case of item C, D and E above, supportive documents/ certificates from the organizations with whom they worked/ are working should be enclosed.

II) Certificate from private individuals for whom such works is executed/ being executed shall not be accepted.

III) Other terms & conditions and instructions to tenderers are available in tender document shall be applicable.

5. If the tenderer deliberately gives a wrong information whose credential/documents in his/their tender and thereby creates circumstances for acceptance of his/their tender, Railways reserve the right to reject such tender at any stage, besides shall suspend the business for one year. The tenders received after the stipulated date and time shall not be entertained.

**“ JOINT VENTURES/CONSORTIUMS/MOUs SHALL NOT BE CONSIDERED “**

6. Tender Forms complete in all respect with all credentials duly sealed in an envelope and super scribing the name of work should be deposited in the tender box Allotted for the purpose in the office of Sr. Divisional Electrical

Engineer/ General ,North Eastern Railway, Varanasi. Tender duly sealed in the prescribed manner can also be sent through registered post so as to reach this office not later than date and time specified above. Any tender received after the specified time is liable to be rejected.

7. Tenderer(s) who are submitting downloaded (from web site) tender documents must enclose with the tender form a non-refundable tender fee of mentioned value in form of Bank Draft issued by any Nationalized/Scheduled Bank in favour of **F.A. & C.A.O., N.E. Railway, payable at Varanasi**. Tender offer not accompanying with the requisite tender fee will be summarily rejected.

8. A certified copy of original tender document is available in the tender section of Sr. Divisional Electrical Engineer/ General ,North Eastern Railway, Varanasi, which may be seen on any working day during prescribed period for sale of tender form. Tenderer(s) on award of contract will have to enter into agreement with Railway in format of above – mentioned original tender documents. Tenderer(s) shall not have any right/claim to insists on signing of contract agreement in format on which tender document were submitted by him after downloading from web site.

9. Earnest Money :- All the tenderers / Contractors have to deposit full earnest money as shown against each work in cash deposited in Divisional Cashier N.E. Railway , Varanasi office and cash receipt (in original) or Banker's Cheques / Demand Draft issued by SBI or any Nationalized Bank or Schedule Bank in favour of FA & CAO, North Eastern Railway payable At Varanasi. Bank Guarantee will not be accepted as Earnest money. Tenders without requisite Earnest money will be summarily rejected.

10. The total Earnest money will constitute as security deposit for the performance of the stipulation to keep offer open for a period of 90 days from the date of opening of tender or till the period extended by mutual agreement.

11. The earnest money deposited with the tender of successful tenderer will be retained as part of security deposit which will be 5% of the value of work awarded. The balance amount of security deposit will recovered “on account bills” of the work @11% till it reaches upto 5% of the value including earnest money.

12. Performance Guarantee : (Revised clause 16(4) as per GCC Rly Board's letter No. 2007/CEI/CT/18 PT. XII dated 31.12.2011)The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) , Extension of time for submission of PG beyond 30 (thirty) days and 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issued of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issued of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.

13. Tenderers with tender form PAN No., Bank A/c No., Name and Place of Bank with pin code and IFSC Code must be written.

14. Railway administration reserves the right to accept or reject any or all tenders without assigning any reason there to.

15. The successful tenderer will have to produce requisite amount stamp paper duty as per stamp duty Act issued by the state treasury at the time of agreement.

16. Tenderer can deposit the tender cost at Divisional Cashier, N. E. Railway, Varanasi or Station Superintendent, N.E. Railway, Varanasi in HEAD – 93652000 and received the tender paper from the office of Sr. Divisional Electrical Engineer/General, N. E. Railway, Lahartara, Varanasi after producing the original money receipt.

This notice & tender documents are also available on North Eastern Railway Website <http://www.ner.indianrailways.gov.in> and on and on Govt. of India Website <http://www.tenders.gov.in>.

Divisional Electrical Engineer/General  
North Eastern Railway, Varanasi  
For and on the behalf of President of India

**“ SERVING THE NATION WITH A SMILE ”**

**पूर्वोत्तर रेलवे**  
**निविदा सूचना संख्या : एल/17/15-16 दिनांक :-08.02.16**

**खुली निविदा:**

भारत के राष्ट्रपति की ओर से मण्डल विद्युत इंजीनियर/ सामान्य, पूर्वोत्तर रेलवे, वाराणसी निम्नलिखित कार्य हेतु "खुली" निविदा आमंत्रित करते हैं।

क्र० सं०	कार्य का नाम	कार्य का अनुमानित लागत रुपया में	धरोहर राशि रुपया में	निविदा प्रपत्र का मूल्य रुपया में	निविदा खोलने की तिथि	कार्य पूरा करने की अवधि
01	छपरा रनिंग रुम (भूमि तल), छपरा गार्ड रनिंग रुम (द्वितीय तल) एवं बलिया रनिंग रुम (भूमि तल) में एयर कूलिंग सल्यूशन का प्रावधान।	₹2057880/-	₹41200/-	₹3000/-	15.03.16	90 दिन
02	वाराणसी मण्डल - विभिन्न रेलवे कालोनियों में सोलर स्ट्रीट लाइट का प्रावधान।	₹1266900/-	₹25400/-	₹2000/-	15.03.16	90 दिन
03	मण्डल चिकित्सालय में मेकेनाइज्ड लाउण्ड्री के कार्य से सम्बन्धित विद्युतीय कार्य एवं मरेप्र भवन, कैसर संस्थान, मण्डल चिकित्सालय पर एल ई डी बेस्ड फासाड लाइट का प्रावधान।	₹1029593/-	₹21000/-	₹2200/-	15.03.16	90 दिन

- क्रम संख्या -1 एवं 2 के लिए मरेप्र(विद्युत), कार्यालय, वाराणसी का निर्धारित **बाक्स संख्या -BSB/Elect/01** तथा क्रम संख्या -3 के लिए **बाक्स संख्या -BSB/Elect/02** है एवं मरेप्र(विद्युत), कार्यालय, पूर्वोत्तर रेलवे लखनऊ के द्वारा निर्धारित बाक्स।
- निर्धारित बाक्स दिनांक 14.03.16 को 13.30 बजे मरेप्र(विद्युत), कार्यालय, वाराणसी, पूर्वोत्तर रेलवे एवं मरेप्र(विद्युत), कार्यालय, पूर्वोत्तर रेलवे, लखनऊ मुहरबंद की जायेगी एवं दिनांक 15.03.16 समय 15.00 बजे मरेप्र(विद्युत), कार्यालय, वाराणसी, पूर्वोत्तर रेलवे कार्यालय में खोली जायेगी।
- निविदा प्रपत्र वरिष्ठ मण्डल विद्युत इंजीनियर/ सामान्य, पूर्वोत्तर रेलवे, वाराणसी के कार्यालय से निविदा सूचना प्रकाशित होने के उपरान्त से किसी भी कार्य दिवस में निविदा खुलने की तिथि से दो दिन पूर्व तक 10.00 बजे से 13.30 बजे तक उपरलिखित निविदा प्रपत्र का मूल्य नगद देकर प्राप्त किया सकता है। निविदा प्रपत्र डाक द्वारा केवल मनिआर्डर भेजकर निविदा खुलने की तिथि से सात दिन पूर्व तक अतिरिक्त पोस्टल खर्च ₹500/- देकर प्राप्त किया जा सकता है। निविदा मूल्य की यह राशि किसी भी दशा में वापस नहीं होगी, नाही स्थानान्तरित होगी। पोस्टल डाक में किसी भी प्रकार के बिलम्ब के लिए रेल प्रशासन जिम्मेदार नहीं होगा। किसी अपरिहार्य कारणवश निविदा जमा करने एवं खुलने की तिथि को सार्वजनिक अवकाश, हड़ताल, बन्द आदि धोषित होने की स्थिति में अगले कार्य दिवस को वह निविदा जमा होगी एवं खोली जायेगी।
- निविदा जमा करने के समय निम्नलिखित प्रपत्र होने चाहिए -  
(अ) संगठन के कर्मचारियों की सूची जो हाथ में है तथा जो विषयगत कार्य में इन्गेज किये जाने हेतु प्रस्तावित है।  
(ब) मशीनरी एवं संयंत्र की सूची जो हाथ में है (अपनी) तथा जो विषयगत कार्य हेतु उपयोग में लाई जानी है (अपनी अथवा किराये पर ली गयी अलग-2)  
(स) बिगत तीन वित्तीय वर्षों के अन्तर्गत पूर्ण किये गये कार्यों की सूची, जिसमें कार्य का विवरण, संस्था जिसके अन्तर्गत कार्य किया गया, आवंटित मूल्य, कार्य आवंटन की तिथि, मूल्य कार्य समापन तिथि, सम्पादित कार्य का मूल्य इंगित होना चाहिए।  
(द) वर्तमान में चालू कार्यों की सूची जिसमें कार्य का विवरण, अनुबन्ध मूल्य, अनुमानित अवशेष कार्य का मूल्य एवं कार्य एवार्ड होने की तिथि इंगित होनी चाहिए।  
(ध) वर्तमान एवं पिछले तीन वित्तीय वर्षों में निविदाकार द्वारा विज्ञापित निविदा मूल्य के 150 प्रतिशत के बराबर या अधिक राशि का भुगतान विभिन्न करारों के विरुद्ध प्राप्त किया गया हो, जो निविदा के साथ सलग्न करना होगा। इस सम्बन्ध में निविदाकार द्वारा नियोक्ता/गाहक द्वारा सत्यापित प्रमाण पत्र/ चार्टर्ड एकाउंटेंट द्वारा प्रमाणित आडिटेड बैलेंस शीट निविदा के साथ प्रस्तुत किया जाना अनिवार्य होगा।  
(न) निविदाकार के पास राज्य सरकार द्वारा जारी अद्यतन एवं वैध "क" श्रेणी विद्युत ठेकेदारी लाइसेंस होना चाहिए (केवल क्रम संख्या -3 के लिए)।
- नोट-  
i). उपरोक्त 'स', 'द' एवं 'ध' के साक्ष्य के रूप में जिस संस्था के अन्तर्गत कार्य किया गया है या किया जा रहा है का प्रमाण पत्र संलग्न करना होगा।  
ii). किसी प्राइवेट व्यक्ति का प्रमाण पत्र मान्य नहीं होगा।  
iii). निविदा सम्बन्धी अन्य नियम व शर्तें निविदा प्रपत्र में दी गयी हैं उनका अनुपालन निविदाकारों को सुनिश्चित करना होगा।
- यदि निविदाकार जानबूझ कर गलत सूचना देता है, जिसका प्रमाण पत्र व प्रपत्र निविदा को स्वीकार करने की परिस्थिति पैदा करता है रेल प्रशासन को निविदा को किसी भी स्तर पर अमान्य करने साथ ही एक वर्ष तक व्यवसाय पर रोक लगाने का पूर्ण अधिकार होगा। वर्णित तिथि एवं समय के उपरान्त प्राप्त निविदा पर विचार नहीं किया जायेगा।  
**ज्वाइन्ट वेन्चर/ कान्सेटियम्स /एम0ओ0यू00 पर विचार नहीं किया जायेगा।**
- निविदा प्रपत्र पूर्ण रूप में सभी प्रमाण पत्रों के साथ एक मुहरबन्द लिफाफे में जिस पर कार्य का नाम लिखा हो, वरिष्ठ मण्डल विद्युत इंजीनियर, पूर्वोत्तर रेलवे, वाराणसी कार्यालय में आवंटित निविदा बाक्स में जमा करना होगा। निविदा दिये गये तरीके से मुहरबन्द लिफाफे में पंजीकृत डाक द्वारा भेजा जा सकता है जो वर्णित तिथि व समय से पूर्ण इस कार्यालय में पहुँच जाना चाहिए। निर्धारित तिथि व समय के उपरान्त निविदा को निरस्त किया जा सकता है।
- वे निविदादाता जो (वेबसाइट से) डाउन लोडेड निविदा प्रपत्र देना चाहते हैं, उन्हें निविदा प्रपत्र के साथ किसी भी राष्ट्रीयकृत/शिड्यूल्ड बैंक के द्वारा जारी किया गया दर्शित मूल्य का बैंक ड्राफ्ट, जो वित्त सलाहकार एवं मुख्य लेखाधिकारी, पूर्वोत्तर रेलवे/पेयबुल एट वाराणसी के हित में देय हो, संलग्न करना होगा। निविदा प्रपत्र के साथ आवश्यक धनराशि जमा न किये जाने पर निविदा आफर तुरन्त अयोग्य कर दी जायेगी।
- वरिष्ठ मण्डल विद्युत इंजीनियर/ सामान्य, पूर्वोत्तर रेलवे, वाराणसी के कार्यालय के निविदा अनुभाग में मूल निविदा प्रपत्र की प्रमाणित प्रति उपलब्ध है जिसे किसी भी कार्य दिवस में निविदा बेचने हेतु निर्धारित समय में देखा जा सकता है। निविदा एवार्ड होने के पश्चात निविदाकर्ता को उपरोक्त वर्णित मूल निविदा प्रपत्र में दिये गये अनुबन्ध प्रोफार्मा प्रारूप पर रेलवे के साथ अनुबन्ध करना होगा। निविदाकर्ता को वेबसाइट से डाउनलोड किये गये प्रपत्र के प्रारूप पर अनुबन्ध हेतु हस्ताक्षर करने का/ आग्रह करने का कोई अधिकार/दावा नहीं प्राप्त होगा।
- अमानत राशि : - सभी निविदाकारों बयाने की पूर्ण राशि जो कार्य के सामने अंकित है उन्हें अपनी निविदा के साथ अमानत राशि नगद धनराशि के रूप में मण्डल खंजाची/पूर्वोत्तर रेलवे/वाराणसी के कार्यालय में जमा रसीद मूल रूप में अथवा भारतीय स्टेट बैंक या किसी भी राष्ट्रिकृत बैंक या शिड्यूल्ड बैंक जिसे भारतीय रिजर्व बैंक द्वारा अनुमोदित किया गया हो से बैंकर्स चेक / डिमांड ड्राफ्ट के रूप में विसमुलोधि/पूर्वोत्तर रेलवे पेयबुल स्ट वाराणसी के पक्ष में जारी हो। अग्रिम धन के रूप में बैंक गारण्टी मान्य नहीं होगी। अग्रिम धन के अभाव में निविदा आफर अयोग्य करार दी जायेगी।

10. अग्रिम धन अनुबन्ध पूरा करने के लिए जमानत के रूप में निविदा खुलने की तिथि से 90 दिनों की अवधि के लिए अथवा परस्पर सहमति से बढ़ाई गई अवधि तक जब तक प्रस्ताव खुला रहता है , जमा रहेगा ।
  11. वर्तमान निर्देशानुसार सफल निविदाकार की बयाने की राशि को जमानत की धनराशि जो कार्य के लागत की 5% होगी में समायोजित कर दिया जायेगा । शेष राशि कार्य हेतु भुगतान किये जाने वाले रनिंग बिलो से 11 प्रतिशत की दर से तब तक काटी जाती रहगी जब तक जमानत की धनराशि तथा कटौती की गई धनराशि सम्मिलित रूप से कार्य के मूल्य के पाँच प्रतिशत 5% तक न पहुँच जाये ।
  12. परफार्मेंश गांरटी :- रेल परिषद के पत्र सं0 2007/CE-I/CT/18 pt.XII dated 31.12.2011 के अनुसार स्वीकृत पत्र जारी होने के 30 दिन के अन्दर ठेका करारनामा सम्पादन के पूर्व जो कार्य के कुल मूल्य का पाँचा प्रतिशत मूल्य के बराबर इरियोकेबुल बैंक गांरटी जिसकी वैधता अनुरक्षण अवधि तक वैध हो या मंडल खंजांची /वाराणसी , पूर्वोत्तर रेलवे के यहाँ नकद जमा करे , राष्ट्रीय प्रमाण पत्र अथवा राष्ट्रीय कृत / अनुसूची बैंक की " Auto Renewal facility के साथ उपलब्ध की मुहर के साथ जारी की गयी सावधी जमा रसीद जो विसमुलेधि / पूर्वोत्तर रेलवे ( FA & CAO, North Eastern Railway ) के पक्ष में बंधक हो तथा 30 दिन के उपरान्त 31 वे दिन से 15 प्रतिशत वार्षिक दर से दण्डात्मक (Penal interest) शुल्क वसुली जायेगी । 60 दिन के अन्दर परफार्मेंश गांरटी जमा करने में असफल होने पर ठेकेदार का ठेका निरस्त कर अमानत राशि एवं अन्य ड्युज जो ठेकेदार को भुगतान किया जाना है जब कर ली जायेगी एवं भविष्य में ठेकेदार पुनः उसी कार्य को नहीं कर पायेगे (Debarrad) ।
  13. निविदा प्रपत्र के साथ निविदाकारों को पैन संख्या, बैंक का नाम पता पिन कोड सहित तथा खाता संख्या एवं आई एफ एस सी कोड लिखकर देना अनिवार्य है ।
  14. रेल प्रशासन को बिना कोई कारण बताये निविदा/निविदाओं को स्वीकृत /अमान्य करने का पूर्ण अधिकार होगा ।
  15. सफल निविदाकार को स्टाम्प ड्यूटी एक्ट के अनुसार निर्धारित धनराशि के स्टेट ट्रेजरी से खरीदे गये नान जुडीशियल स्टाम्प पेपर अनुबन्ध के समय प्रस्तुत करना होगा ।
  16. निविदाकार निविदा मूल्य को मंडल खजान्ची , पूर्वोत्तर रेलवे, वाराणसी या स्टेशन अधीक्षक , पूर्वोत्तर रेलवे, वाराणसी के यहाँ शीर्ष - 93652000 में जमा कर मूल मनी रसीद को वरिष्ठ मण्डल विद्युत इंजीनियर/ सामान्य, पूर्वोत्तर रेलवे , वाराणसी के कार्यालय में प्रस्तुत कर निविदा प्रपत्र प्राप्त कर सकता है ।
- निविदा सूचना तथा निविदा प्रपत्र पूर्वोत्तर रेलवे के वेब साइट <http://www.ner.indianrailways.gov.in> तथा भारत सरकार की वेब साईट <http://www.tenders.gov.in> पर भी उपलब्ध है ।

मंडल विद्युत इंजीनियर/ सामान्य  
पूर्वोत्तर रेलवे, वाराणसी  
(वास्ते भारत के राष्ट्रपति के लिए और उनकी ओर से )

**“ग्राहकों की सेवा में मुस्कान के साथ**

**INSTRUCTIONS TO TENDERER(S) FOR SUBMITTING TENDER DOCUMENTS AFTER  
DOWN LOADING FROM WEBSITE GIVEN BELOW.**

**TENDER DOCUMENT  
FOR  
WORK MENTIONED AGAINST  
Open Tender Notice No. L/17/15-16/02**

**1.0 INSTRUCTIONS**

1.1 Tenderer(s) who are submitting downloaded (from website) tender documents must enclose with the tender form a non-refundable tender fee of ₹2000/- in form of Bank Draft issued by any Nationalized Bank, in favour of FA & CAO/North Eastern Railway payable at Varanasi. Tender offers not accompanying the requisite tender fee shall be summarily rejected.

1.2 A certified copy of original tender document is available in the tender section of Sr. Divisional electrical Engineer., North Eastern Railway, Varanasi which may be seen on any working day during prescribed period for sale of tender form.

Tenderer(s), on award of contract, will have to enter into agreement with Railway in format of above Mentioned original tender documents. Tenderer(s) shall not have any right/claim to insist on signing of contract agreements in format on which tender documents were submitted by him after Down loading from website.

1.3 If during process of tender finalization it is detected that tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents downloaded from website, then the earnest money deposited by tenderer shall be forfeited by the Railway and offer will be Summarily rejected.. Further, if after award of contract it is detected that tenderer has submitted Tender documents after making any changes/additions/deletions in the tender documents down Loaded from website then Railway will take action to remove the contractor from the work in terms of clause 62 of G.C.C./1999 and initiate such further legal action against contractor as is considered necessary.

**Signature of tenderer(s)/contractor(s)**

**Divisional Electrical Engineer/General  
North Eastern Railway, Varanasi**

# **CHAPTER – 1**

Tender form (First Sheet)



**(Tender form: First Sheet)**

**Tender Notice No. L/17/15-16/02**

**Name of work:** - AT Varanasi division:- Provision of Solar street light in different Railway colonies.

Name of Contractor/s: - .....

Address: - .....

.....

To,  
The President of India,  
Acting through the Senior Divisional Electrical Engineer,  
North Eastern Railway, Varanasi (U.P)

I/We.....Have read various conditions to tenderer attached here to and hereby agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default there of, I/We will be liable for forfeiture of my/our" Earnest money" I/We offer to do the work for N.E.Railway, at the rates quoted in the attached schedule and hereby bind myself/ ourselves to complete the work in all respects within 120 days from the date of issue of letter of acceptance of the tenders.

2. I/we hereby agree to abide by the general conditions of the contract latest Edn. corrected up to date and schedule of power, Para 6.10 of North Eastern Railway, and to carry out all the work according to the latest specifications for materials and works of the North Eastern Railway for the present contract.

3. A sum of ₹25400/-is herewith forwarded as Earnest money. The full value of the earnest money 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 execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready: and
- b. I/we do not commence the work within fifteen days after receipt of orders to that affects.

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

Witness in contractor's  
Signature

Signature of contractor.  
Date.....  
Address.....

## Tender form (Second Sheet)

## Tender form (Second Sheet)

**1. Instructions to Tenderers and conditions of tender** – The following documents form part of tender/contract:-

- (a) Tender forms
- (b) Special Conditions
- (c) Specifications, drawings, explanatory notes and Annexure.
- (d) Schedule of approximate quantities.
- (e) North Eastern Railway General Conditions of Contract, Regulations for Tender and Contract – 1999. It is a priced publication. This publication can be obtained from the office of Chief Engineer/N. E. Railway, Gorakhpur on payment (current price is ₹100.00). The tenderer should obtain copy of the correction slips also which is supplied free of cost with the booklet.

The tenderer shall study the North Eastern Railway General Conditions of Contract Regulations for Tenders & Contracts – 1999 along with other tender documents of the tender before submission of the tender.

1.1 Applicable for tender documents downloaded from internet:

- i) Tenderer/s are free to download tender documents at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender documents will be available in the office of Senior Divisional Electrical Engineer /General/Varanasi. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Senior Divisional Electrical Engineer /General/Varanasi and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

ii) Cost of Tender Documents-

Tender documents are available on North Eastern Railway website i.e. [www.ner.indianrailways.gov.in](http://www.ner.indianrailways.gov.in) and on the NIC portal i.e. [www.tenders.gov.in](http://www.tenders.gov.in) and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender document will have to be deposited by the tenderer in the form of a bank draft payable in favour of FA & CAO/N.E. Railway payable at Varanasi along with the tender document. This should be paid separately and not included in the earnest money. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

2. Drawings for the work – The general drawings where ever necessary shall be supplied. The contractor will be required to study drawings and make detailed drawings at his own cost and get it approved from the Engineer before execution of work.
3. The Tenderer(s) shall quote his/her rates as a percentage above or below the schedule of rates except where he/they are required to quote items rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.
4. Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. **Completion Period :-** The work are required to be completed with in a period of **90Days** from the date of issue of acceptance letter
6. Earnest Money & Security Deposit (a) The tender must be accompanied by a sum of ₹25400/-as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered. Earnest money in cash should be deposited with Chief/Divisional Cashier, North Eastern Railway, Varanasi and Cash receipt in original be attached with the offer. Earnest money deposited in any other form must have

an endorsement from the authority issuing Banker's cheques /D.D. that received from M/s. / Shri \_\_\_\_\_ and pledged in favour of FA&CAO/N. E. Railway, Varanasi.

- (b) The tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Tender. It is understood that the tender documents has been sold/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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Senior Divisional Electrical Engineer /General/Varanasi N.E. Railway .Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited, as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.
- (c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as security Deposit for the due and faithful authorized of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.
- (d) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- (e) Performance Guarantee :- The successful bidder should give a performance guarantee in the form as mentioned in the GCC , amounting to 5% of the contract value pledged in favour of FA&CAO/North Eastern Railway, Varanasi.
- (f) Security Deposit: The total security deposit on acceptance of the tender shall be deposited by the successful tenderer at the rate mentioned in North Eastern Railway regulation for tenders & contracts – 1999 (Part-II) pledged in favour of FA&CAO/North Eastern Railway, Vaaranasi.
- (g) **Exemption of Earnest Money and Security Deposit: Public sector Undertakings wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail –Tel Corporation etc. are exempted from depositing Earnest Money & Security Deposit.**

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 no tenderer (s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake 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 the Tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Tender must be enclosed in a sealed cover, subscribed “ Tender” No. and must be sent by registered post to the address of Senior Divisional Electrical Engineer/General /Varanasi, North Eastern Railway. so as to reach his office not later than **13.30** Hours on the due date or deposited in the special box allotted for the purpose in the office of Senior Divisional Electrical Engineer /Varanasi, North Eastern Railway. This special box will be sealed at 13.30 hours on the due date. The tender will be opened at **15.00** hours on the after one day. The Tender papers will not be sold after **13.30** hours on two day before the tender opening date .

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

12. Execution of Contract Documents – The successful tenderer(s) shall be required to execute an agreement with the President of India acting through Senior Divisional Electrical Engineer/General /Varanasi, North Eastern Railway. for carrying out the work according to General conditions of Contract, Special conditions/specifications annexed to the

tender and specifications for work and material of North Eastern Railway as amended/corrected into correction slip mentioned in tender form (First Sheet).

13. Partnership deeds, Power of Attorney Etc.- The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along-with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along-with tender documents, the tender will be treated as having been submitted by individual signing tender documents. 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, authorize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

14. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a 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 authorized him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

15. Employment/Partnership, etc., of Retired Railway Employees.-(a) Should a tenderer 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 pension able post or not, in the ..... department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, 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. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or relative(s) of the shareholder(s) employed in gazetted capacity in the ..... department of the North Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

.....  
(Signature)  
(Designation)

.....  
Signature of Tenderer(s)  
Date .....

From M/s.....  
.....  
.....

**TO,**

The President of India,

Dear Sir,

Sub: Tender for the work of .....

I /We \_\_\_\_\_ have read the instructions and conditions of tendering and hereby agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of ninety days from the date fixed for opening the Tender and in default thereof, I/We \_\_\_\_\_ will be liable for forfeiture of my/our "Security Deposit"

I /We offer to do the work name if which is given on top sheet at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work within \_\_\_\_\_ months, of the date of issue of letter of acceptance of Tender.

I /We also fully understand and hereby agree to abide by the general and special conditions of the contract and to carry out the work according to the specification for present contract as included in this Tender.

I /We have deposited with the Divl. Cashier, North Eastern Railway \_\_\_\_\_ the required sum of Rs. \_\_\_\_\_ as Earnest money which includes security deposit, in respect of above tender for which receipt No. \_\_\_\_\_ dated \_\_\_\_\_ has been guaranteed.

I /We enclose a Bank draft from \_\_\_\_\_ Bank for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as earnest money which includes security deposit in respect of this tender.

The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies if:

- a) I / We do not execute the agreement within seven days after receipt of notice issued by the Railway that such agreement is ready for.
- b) I / We do not commence the work within a reasonable period after the date stipulates in the approved schedule of work.
- c) Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute 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.
- d) I / We enclose the Income Tax Clearance Certificate or a declaration to that effect as required in the tender papers pertaining to me / us for the Year \_\_\_\_\_.
- e) \* I /We have no retired Engineer or retired Gazetted Officer of the Electrical Department of any of the Railway owned and administered by the president of India.

**OR**

\* The list of the retired Engineers or Retired Gazetted officers who are associated with me/ us included as an enclosure to this offer letter.

(\* strike out whichever is not applicable)

Yours faithfully,

(Signature of the Tenderer(S))

***SEAL OF THE TENDERER***

**PLACE:**

**DATE:**

Witnessed by :

1. Signature : .....

Name in Block : .....

Letters Address : .....

2. Signature : .....

Name in Block : .....

Letters Address : .....

Qtr Rewiring

# **CHAPTER – 2**

## **TENDER DOCUMENT**



**SECTION – 1**  
**PREAMBLE & INSTRUCTION TO TENDERERS**

**1.1 INTRODUCTION**

- 1.1.1 On behalf of the President of India, herein after referred to as ‘Railway’ invites tenders from established, experienced and reliable manufactures, Contractors for execution of electrical works as detailed and advertised in notice inviting tender.

**1.2 TENDER DOCUMENT**

*The tender document consists of following I*

- 1.2.1 Part-I consists of following :-

Section I : Preamble and general instructions to tenderers.

Section II : General conditions of the Contract.

Section III : Special conditions of the Contract.

Schedule and Annexures.

**1. SALE AND SUBMISSION OF TENDER DOCUMENT:**

- Tender documents can be had from office Sr. Divisional Electrical Engineer/General, North Eastern Railway, Varanasi on any working day from 09.30 Hrs. to 13.30 Hrs. upto 11.03.16. on payment of ₹2000/- (Rupees two thousand only) in cash per set after depositing the cash in Chief Cashier Office, N. E. Railway, Varanasi and receipt be produced.
2. Tenderer(s) who are submitting downloaded (from website) tender documents must enclose with the tender form a non refundable fee in form of Bank Draft issued by any Nationalized Bank / Scheduled Bank in favour of FA&CAO, N.E. Railway, payable at Varanasi. Tender offers not accompanying with the requisite tender fee shall be summarily rejected.
3. A certified copy of original tender documents is available in the Tender Section of Senior Divisional Electrical Engineer/General., North Eastern Railway, Varanasi, which may be seen on any working day during prescribed period for sale of tender form. Tenderer(S), on award contract, will have to enter into agreement with Railway in format of above mentioned original tender document. Tenderer(s) shall have not any right/claim to insist on signing of contract in format on which tender document were submitted by him after downloading from website.
4. If during process of tender finalization it is detected that tenderer has submitted tender documents making any changes/ addition/ deletions in the tender documents downloaded from website, then the earnest money deposited by tendered shall be forfeited by the Railway. Further, if after award of contract, it is detected that tenderer has submitted tender document after making any change/ addition/ deletion in the tender document downloaded from website, then Railway will take action to remove the contractor from the work in terms clause 62 of GCC/ 1999 with ( Latest Amendment ) and initiate such further legal action against contractor as is considered necessary.
5. These tender documents must be submitted duly completed in all respects, in scaled covered super scribed as tender form for the work of as indicated on top sheet and should be deposited in the tender box of Senior Divisional Electrical Engineer/General, North Eastern Railway, Varanasi at DRM’S office Complex, N.E. Railway, Varanasi and Senior Divisional Electrical Engineer/General, North Eastern Railway, Lucknow at DRM’S office Complex, N.E. Railway, Lucknow up to 14.03.16. at 13:30 Hrs. The tender will be opened on 15.03.16 at 15:00 Hrs. Divisional Railway Manager/Electrical./Varanasi office, N. E. Railway and rates read out in the Presence of such tenderer(s) as is/ are present. Tenders which are received after the time and date specified above will be considered as per GCC guidelines. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

Tenders sealed and super scribed as aforesaid can also be sent Registered post addressed to the **Senior Divisional Electrical Engineer/General, DRM Office, North Eastern Railway, Lahartara, Varanasi-221002** but a tender which is received after the time and date specified in para above will be summarily rejected. Tender delivered or sent otherwise will be at the risk of the tenderers.

The rates should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one improper rates are tendered for the same item, the tender is liable to be rejected.

Each page of the tender papers is to be signed and dated by the tenderers or such person/s on his/their behalf who is/ are legally authorized to sign for him/them.

### **1.3 EARNEST MONEY:**

The tender must be accompanied by a sum of ₹25400/- as earnest money in the manner prescribed in this Para failing which the tender shall be summarily rejected.

1.3.1 The earnest money shall remain deposited with the Railway for the period of validity of the offer in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the Railway.

1.3.2 The earnest money of the requisite amount referred to in Para 1.3 above is required to be deposited either in cash with the Chief Cashier, North Eastern Railway, Varanasi on any working day, or any of the following forms.

1.3.2.1 Deposit Receipt, Banker's cheques, Demand Drafts in favour of **F.A. & C.A.O., North Eastern Railway, Payable at Varanasi.** These forms of earnest money could be either of the State Bank of India or of any of the Nationalized banks.

1.3.2.2 The official cash receipt as the case may be must be attached with the tender failing which the tender will be rejected.

**NOTE:** Any request for recovery from outstanding bills for earnest money against any tender will not under any Circumstances be entertained. Tenders submitted with earnest money in shape of cheques, Government Securities or in any form other than those specified above shall not be considered. Bond of any form are not acceptable.

### **1.4 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER**

1.4.1 The Earnest money deposited by the successful tenderer with his tender will be retained by the Railway as part of the performance Guarantee Deposit for the due and faithful fulfillment of the contract by the contractor. The full Security Deposit for the work will be calculated as per provision of GCC applicable as with up to date.

1.4.2 Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting security deposit in the form of instruments like Bank Guarantee, Fixed deposit etc. shall be accepted towards security deposit. PSUs owned by Ministry of Railways like RITES, IRCON, KRCL, CRIS, RAILTEL etc are exempted from submission of Security deposit in works contract.

### **1.5 REFUND OF SECURITY DEPOSIT**

1.5.1 Security deposit shall be released to the contractor after the expiry of maintenance period and after passing the final bill based on "No claim certificate" by the competent authority i.e. contract signing authority. If this competent authority is of the rank lower than JA grade, then 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 the Railways against the contract concerned should be obtained. No interest will be paid payable upon the earnest money and security deposit or amounts payable to the contractor under contract.

### **1.6 PERFORMANCE GUARANTEE :-**

- 1.6.1 The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) , Extension of time for submission of PG beyond 30 (thirty) days and 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issued of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issued of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
- 1.6.2 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:-
- a. A deposit of cash;
  - b. Irrevocable Bank Guarantee;
  - c. Government Securities including State Loan Bonds at 5% below the market value;
  - d. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee should be either of the State Bank of India or of any of the Nationalized Banks;
  - e. Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks;
  - f. A Deposit in the Post Office Saving Bank ;
  - g. A Deposit in the National Savings Certificates;
  - h. Twelve years National Defence Certificates;
  - i. Ten years Defence Deposits;
  - j. National Defence Bonds and
  - k. Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- 1.6.3 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 PG 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.
- 1.6.4 The value of PG to be submitted by the contractor will not charge for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 1.6.5 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.
- 1.6.6 Wherever, the contract is rescinded, the security Deposit shall be forfeited and the performance guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a joint venture or a partner ship firm then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work either in his/ her individual capacity or as a partner of any other joint venture/ partnership firm.
- 1.6.7 The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
- {Ref. : Railway Board's letter no. 2007/CE.I/CT/18 Pt.XII, dated 31.12.2010}
- 1.6.8 Bank Guarantees (BGs) to be submitted by suppliers/contractors should be sent directly to the concerned authorities by issuing Bank under registered Post A.D.

## 1.7 ARBITRATION AND SETTLEMENT OF DISPUTE

- 1.7.1 Arbitration and settlement of dispute shall be governed vide Clause 63 & 64 of the General Condition of Contract, N.E. Railway 1999 Edition and latest amendment.

- 1.7.2 Following clauses shall be added to the existing clauses under settlement of dispute vide General Condition of Contract, N.E. Railway, 1999 Edition and latest amendment.
- 1.7.3 In the Contractor(s) does/do not prefer his/their specific and final claim in writing, within a period of 90 days of receiving the intimation from the Govt. that final bill is ready for payment he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of the claim.
- 1.7.4 Contractor shall not be permitted to add any fresh claims or items of disputes after submission of final claims as stipulated above,

## **1.8 LIQUIDATED DAMAGE**

Compensation for any delay in completion of work due to reason solely attributable to the contractor(s) shall be recovered from them @ of ½% of the contract value of the work for each week or part of the week the contractor is in default in terms of the General Condition of Contract, 1999 Edition of the N.E.Railway.

## **1.9 MINIMUM WAGES ACT**

The contractor is responsible for the payment of minimum wages as prescribed by the Minimum Wages Act and Rules to the labour employed by him and also for any payment under the Act of any Statutory Amendment or Modification of the Act and Rules as made there under from time to time. In case the Railway has to take anything to any labour or employees of the contractor in respect of any claims arising under any of the Act or Rules mentioned above. The Railway will be entitled to recover the amounts so paid from the money due to the contractor under this contract or any other due.

## **2.0 PROVISION CONTRACT LABOUR (REGULATION ABOLITION) ACT-1970 & 1971**

- 2-0.1 The contractor shall comply with the provision of contract labour (Regulation & Abolition) Act1970 and the contract labour (Regulation & 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 Acts and the Rules.
- 2-0.2 The contractor shall obtain a valid license under the aforesaid Acts as modified from time to time before, the Commencement of the work and continue to have a valid license until the completion of work. Any failure to fulfill the requirement shall attract the penal provisions of the contract arising out of the resultant no execution of the work.
- 2.0.3 The contractor shall pay to the labour employed by him directly or through sub contractors the wages as per Provisions of aforesaid act and rules wherever applicable. The contractor shall notwithstanding the provisions of the contract to the contrary, causes to be paid the wages to the labours indirectly engaged on the work including any engaged by sub contractors in condition with the said work, as if the labour had been immediately employed by him.
- 2.0.4 In respect of all labour directly or indirectly employed in the work for performance of the contractor part of the contract, the contractor shall comply with or cause to be complied with the provisions of aforesaid act and the rules wherever applicable.
- 2.0.5 In every case in which by virtue of the provision of aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or his sub contractors in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under aforesaid act and the rules or to incur any expenditure on account of the contingent liability of the Railway due to the contractors failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Railway will recover from the contractors, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under section 20 sub-section(2) and section 21 sub-section (4) of the aforesaid Act. The Railway shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the Railway to the contractor whether under contract or otherwise. The Railway shall bound to contest any claim made against it under sub-section (1) or section 20 and sub-section(4) of the Section(21) of aforesaid Act except on the written request 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 Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

## **2.1 ELIGIBILITY CRITERION:**

The tenderer(s) shall be eligible only if he/they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value. Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc

The contractor not qualifying the above eligibility criteria or not submitting the certificates for the same, the offer will be summarily rejected.

## **2.2 TENDERER'S ADDRESS:**

The tenderer should state in the tender his postal address Telephone Nos. of office & Residence, Mobile (If any), E- Mail (ID) legibly and clearly. Any communication sent in 10 days time to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time documents should be sent by registered post.

## **2.3 METRIC UNIT:**

Dimensions, volumes, weights etc should be quoted in Metric Units.

## **2.4 CREDENTIALS OF TENDERER**

2.4.1 The tenderer shall provide satisfactory evidence acceptance to Railways to show that:

2.4.2 They are an established, experienced and reputed construction firm and have regularly undertaken work of the similar type tender for and have adequate technical knowledge and practical experience in field. The tenderer are required to submit their credentials in support of their financial position of organization. Tools & plants of technical capability to undertake the work.

## **2.5 PERIOD OF COMPLETION:**

The entire work is required to be completed in all respects within 90 Days from the date of issue of the acceptance letter.

## **2.6 PRICES:**

2.6.1 All the prices shall be quoted as per details shown in works schedule.

2.6.2 All price shall be FIRM. Price quoted shall include all taxes/excise duty, levies and Octroi etc. Form C&D will not be supplied by Railway.

## **2.7 MODVAT EXCISE DUTY-IN CASE OF APPLICABLE:**

2.7.1 "The price to be quoted by the tenderer should take into account the credit availed on inputs under the MODVAT scheme introduced w.e.f. 1st March, 1986. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally unconditionally passed on to the purchaser in the price quoted by him".

2.7.2 The following clause may be added to the schedule:

"We hereby declare that in quoting the above price, we have taken into account the entire Credit on inputs available under the MODVAT scheme introduced w.e.f 1.3.86"

"We further agree to pass on such additional duties as set offs as may become available in future in respect of all the inputs used in the manufacture of the final product or the date of the supply under the MODVAT scheme by way of reduction of prices and advise the purchaser accordingly.

2.7.3 The supplier/ contractor should insert the following clause in the bill:

"We certify that no additional duty set offs on the goods supplied by us have accorded under the MODVAT scheme in force on the date of supply after we submitted our quotations and submitted the Present bills."

2.7.4 In the event of MODVAT credit being extended by the Government of India to more items that already covered, the firm should advise the purchaser about the additional benefits accorded, through a letter containing the following certificates or any variation thereof as may be considered necessary by individual Railway administration.

"We hereby declare that we can avail additional duty set offs as per latest MODVAT scheme in force now and we hereby give a reduction as per rules per unit and agree to revised the prices indicated in the order.

The current E.D of \_\_\_\_\_ % age is payable on this reduced price. Thereof , we request you to amend the order accordingly”.

2.7.5 Octroi duty exemption certificate: In respect of road deliveries where the Municipal/Local authorities do not accept Octroi duty exception certificate, the Octroi Duty should be borne by the seller.

## 2.8 Variation in Contract Quantities

As per Railway Board's letter No.2007/CE.I/CT/18 Pt. XII dt. 31.12.2010, the procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:-

(1) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

(2) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade

(i) Quantities operated in excess of 125% but upto 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;

(ii) Quantities operated in excess of 140% but upto 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;

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

(b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and if found necessary should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.

(3) In cases where decrease is involved during execution of contract;

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

(4) 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.

(5) No such quantity variation limits shall apply for foundation items.

(6) 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).

(7) For the tenders accepted at the Zonal Railways level, variation in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

(8) For tenders accepted the General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

(9) For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.

(10) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

## 2.9 Price Variation Clause (PVC) :

2.9.1 **Applicability** : Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and irrespective of the contract completion period. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be

made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

- 2.9.2 **Base Month** : The Base Month for 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.
- 2.9.3 **Validity** : Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.
- 2.9.4 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.
- 2.9.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement & Lime, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.
- 2.9.6 The percentages of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under :

Component	Percentage	Component	Percentage
<b>(A) Earthwork Contracts :</b>			
Labour Component	50%	Other Material Components	15%
Fuel Component	20%	Fixed Component *	15%
<b>(B) Ballast and Quarry Products Contracts :</b>			
Labour Component	55%	Other Material Components	15%
Fuel Component	15%	Fixed Component *	15%
<b>(C) Tunnelling Contracts :</b>			
Labour Component	45%	Detonators Component	5%
Fuel Component	15%	Other Material Components	5%
Explosive Component	15%	Fixed Component *	15%
<b>(D) Other Works Contracts :</b>			
Labour Component	30%	Fuel Component	15%
Material Component	40%	Fixed Component *	15%

\* It shall not be considered for any price variation.

- 2.9.7 **Formulae** : The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae :

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

$$(iv) \quad E = \frac{W \times (E_Q - E_B)}{E_B} \times \frac{E_C}{100}$$

$$(v) \quad D = \frac{W \times (D_Q - D_B)}{D_B} \times \frac{D_C}{100}$$

- (vi)  $S = S_W \times (S_Q - S_B)$   
 (vii)  $C = C_V \times (C_Q - C_B) / C_B$

For Railway Electrification Works :

- (viii)  $T = [(C_S - C_O) / C_O \times 0.4136] \times T_C$   
 (ix)  $R = [(R_T - R_O) / R_O + (Z_T - Z_O) / Z_O \times 0.06] \times R_C$   
 (x)  $N = [(P_T - P_O) / P_O] \times N_C$   
 (xi)  $Z = [(Z_T - Z_O) / Z_O] \times Z_C$   
 (xii)  $I = [(I_T - I_O) / I_T] \times 85$

*Where,*

- L Amount of price variation in Labour  
 M Amount of price variation in Materials  
 F Amount of price variation in Fuel  
 E Amount of price variation in Explosives  
 D Amount of price variation in Detonators  
 S Amount of price variation in Steel  
 C Amount of price variation in Cement  
 T Amount of price variation in Concreting  
 R Amount of price variation in Ferrous Items  
 N Amount of price variation in Non-Ferrous Items  
 Z Amount of price variation in Zinc  
 I Amount of price variation in Insulator  
 L<sub>C</sub> % of Labour Component  
 M<sub>C</sub> % of Material Component  
 F<sub>C</sub> % of Fuel Component  
 E<sub>C</sub> % of Explosive Component  
 D<sub>C</sub> % of Detonators Component  
 T<sub>C</sub> % of Concreting Component  
 R<sub>C</sub> % of Ferrous Component  
 N<sub>C</sub> % of Non-Ferrous Component  
 Z<sub>C</sub> % of Zinc Component  
 W Gross value of work done by contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)  
 L<sub>B</sub> Consumer Price Index Number for Industrial Workers - All India : Published in R.B.I. Bulletin for the base period  
 L<sub>Q</sub> Consumer Price Index Number for Industrial Workers - All India : Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration  
 M<sub>B</sub> Index Number of Wholesale Prices – By Groups and Sub-Groups : All commodities – as published in the R.B.I. Bulletin for the base period  
 M<sub>Q</sub> Index Number of Wholesale Prices – By Groups and Sub-Groups : All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration  
 F<sub>B</sub> Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the base period



F <sub>Q</sub>	Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
E <sub>B</sub>	Cost of explosives, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period
E <sub>Q</sub>	Cost of explosives, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration
D <sub>B</sub>	Cost of detonators, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period
D <sub>Q</sub>	Cost of detonators, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration
S <sub>W</sub>	Weight of steel in tonne, supplied by the contractor as per the ‘on-account’ bill for the month under consideration
S <sub>Q</sub>	SAIL’s (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor, as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor, whichever is lower  In case, there is no notification by SAIL for the month under consideration, the price of steel, as notified in the last available month shall be taken
S <sub>B</sub>	SAIL’s ex-works price plus Excise Duty thereof (in Rs. per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened  In case, there is no notification by SAIL for the month under consideration, the price of steel, as notified in the last available month shall be taken
C <sub>V</sub>	Value of Cement supplied by Contractor as per on account bill in the quarter under consideration
C <sub>B</sub>	Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the base period
C <sub>Q</sub>	Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
C <sub>S</sub>	RBI wholesale price index for cement & lime for the month which is six months prior to date of casting of foundation
C <sub>O</sub>	RBI wholesale price index for cement & lime for the month which is one month prior to date of opening of tender
R <sub>T</sub>	IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
R <sub>O</sub>	IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
P <sub>T</sub>	IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.
P <sub>O</sub>	IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
Z <sub>T</sub>	IEEMA price for Zinc for the month which is two months prior to date of inspection of material
Z <sub>O</sub>	IEEMA price for Zinc for the month which is one month prior to date of opening of tender
I <sub>T</sub>	RBI wholesale price index for Structural Clay Products for the month which is two months prior to date of inspection of material
I <sub>O</sub>	RBI wholesale price index for Structural Clay Products for the month which is one month prior to date of opening of tender

{Authority : Railway Board’s letters no. 85/W-I/CT/7 Pt.I, Dated 18.07.2012 and no. 2007/CE-I/CT/18/Pt.13, Dated 02.05.2014}

2.9.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

2.9.9 Relevant categories of steel for the purpose of operating Price Variation formula, as mentioned in this Clause, based on SAIL's ex-works price plus Excise Duty thereof, shall be as under :

SL	Category Of Steel Supplied In Railway Work	Category Of Steel Produced By SAIL Whose Ex-Works Price Plus Excise Duty Would Be Adopted To Determine Price Variation
1	Reinforcement bars and other rounds	TMT 8mm IS 1786 Fe 415/Fe 500
2.	All types and sizes of angles	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3.	All types and sizes of plates	PM Plates above 10-20 mm IS 2062 E250A SK
4.	All types and sizes of channels and joists	Channels 200 x 75 mm IS 2062 E250A SK
5.	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2 & 3 above

2.9.10 **Price Variation During Extended Period Of Contract**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows :

- (a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be.
- (b) In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract.

*{Authority : Railway Board's letters no. 2007/CE-I/CT/18/Pt.19, Dated 14.12.12}*

3.0 **Failure to attend the defects**

All defects and deficiencies advised to the contractor shall be attended to by him promptly. If contractor fails to respond and arrange repair/rectification within reasonable time, the purchaser shall be free to get the repairs done through departmental labour or through any other sources at contractor's expenses without prejudice to the other remedies available under the contract.

3.1 **Maintenance Manuals** – On successful completion of work, the contractor shall hand over four copies of the detailed drawings and maintenance manuals of each equipment duly bound in booklets. Two soft copies shall be given the purchaser prior to release of final payment to the contractor.

3.2 **Final Acceptance**

The final acceptance of the entire installation shall be from the date of expiry of the guarantee period and after contractor's obligation has been fully met under the contract.

3.3 **Maintenance period**

Maintenance period of equipment shall be 12 months from date of commissioning..

## SECTION – II

### GENERAL CONDITIONS OF CONTRACT

- a) Except where specifically stated otherwise in the tender documents the work will be governed by General Conditions of Contract, Regulations (latest) issued by Railway Board. These conditions have been published by CE/N.E. Railway and available in his office & on payment of Rs-----The tenderer is expected to purchase these instruction and study before tendering.
- b) In the above mentioned publication sub clause (c), (d) and (e) of clause 1 under chapter "**DEFINITION AND INTERPRETATION**" shall be read as under:
- c) "Chief Engineer" shall include the officer in charge of the Electrical department of North Eastern Railway and shall also include the Chief Electrical Engineer (HQ).
- d) "Engineer" shall mean the Senior Divisional Electrical Engineer/General N.E.Railway/Varanasi the Executive Engineer in executive charge of the works and shall include the superior officers of the Electrical Engineering Department of the North Eastern Railway i.e. the Senior Divisional Electrical Engineer / Varanasi and shall mean and include the Engineer of the successor Railway.
- e) "Engineer's representative" shall mean the Divisional Electrical Engineer/Assistant Electrical Engineer in direct charge of the works and shall include any Resident Engineer or Sub Engineer or any Inspector of the Electrical Engineering appointed by the North Eastern Railway and shall mean and include the Engineer's Representative of the Successor Railway.

## Section-III

### SPECIAL CONDITIONS OF CONTRACT

1. **INTRODUCTION:**

The documents forming the tender are to be taken as mutually complementary to one another. The tender shall be governed by tender notice, General conditions of contract, preamble and general Instructions to tenderer and special Conditions of Contract, various schedule, annexure forming the tender document. Wherever there is variance between any of these documents, or conflicting provisions in the documents forming part of the contract, CEE/NER shall be deciding authority with regard to the intentions of the provisions and decision shall be final and binding on the contractor.

2. **SCOPE OF WORK:**

The scope of work includes Supply, installation, testing and commissioning of LED based solar street lighting system with 6 mtrs MS pole, SPV panel, battery bank, charge controller and 15W LED based luminaries complete with all respect as per BIS, IEC, MNRE.

3 **INSPECTION OF SITE:**

3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Railways shall not entertain any request for clarifications from the tenderer regarding such local conditions. The intending 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 papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the Railways.

In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard,. Such permission will be given in writing by the Railways but all the expenses in this regard will be born by the tenderers.

3.2 The Intending tenderer is advised to study the tender papers carefully. Any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof.

These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically Commented upon by the tenderer in his offer. Failure to adhere to anyone of all these instructions may render his offer liable to be ignored without any reference.

3.3 Should a tenderer find discrepancies in, or omission from the drawing or any of the tender papers or if he has any doubt as to their meaning, same should be mentioned clearly while tendering.

4. **SCHEME OF WORK AND PROGRESS REPORT :-**

4.1 The contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/ PERT CHART and scheme for the execution of key phases of the work such as design, procurement, manufacturing, transportation, field erections, trial operation and performance guarantee. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/ PERT CHART.

4.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the Variations if any, between the schedule quantities and actual progress, the action proposed and corrective Measures required wherever necessary.

5. **COORDINATION WITH OTHER AGENCIES:**

5.1 The contractor shall coordinate with other agencies like Railways consultancy contractor if any and other Contractors say Civil Engineering Contractors in the area and work in close liaison with them. Railway will Assist the contractor wherever necessary.

5.2 The contractor will have to carry out his works in close coordinate with Civil Engg. Contractors at all stages and avoid hold up of construction work/ additional work specially in making arrangements for fixing cable conduit, electrical equipments etc. Wherever electrical contractor has to make a chase in the wall or cut the wall, roof etc for fixing electrical equipments he can do so with permission of Railway's Engineer at site and make good the disturbance neatly to the satisfaction of Railway's Engineer at site without any extra cost.

**6. ESTABLISHED AND STANDARD PROCEDURE TO BE FOLLOWED:**

All works connected with and inclusive of installation and erection under this contract shall be done in accordance with the standard established method of installation and erection of electrical equipments and shall comply with relevant Indian Electricity rules, ISI code specifications and standards. The work shall also be strictly in accordance with the instructions/ recommendations of the manufactures.

**CHAPTER – 3**

**PRICES AND PAYMENT**

## **PRICES AND PAYMENT**

### **3.1 Scope:**

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

### **3.2 Schedule of Prices:**

#### **(a) Unit Prices For Materials –**

The unit prices of materials as given in Schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges all Taxes, Duties and levies (including Octroi etc.) applicable on works contracts, etc.

#### **(b) For Erection -**

The unit prices given in Schedule of quantities shall include cost of erection, testing, commissioning and cover all cost of administration of the contract, insurance premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work, etc.

(c) Unit prices quoted shall be FIRM. No price variation shall be allowed, on any account.

### **3.3 Quantities-**

The approximate estimated quantities of various items of works are included in Schedule of quantities and rate. However, quantities can be increased/decreased as stipulated in Special Conditions of Contract.

### **3.4 New items of work. –**

If during the execution of the work the Contractor is called upon to carry out any new item of work not included in **Chapter -5**, the Contractor shall execute such works at such prices as may be mutually agreed in writing with the Purchaser.

### **3.5 Deduction of taxes from contractor's bills**

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax/Income tax on works contract, the same will be deducted and deposited with the concerned authority.

### **3.6 Payment:-**

**On account payments will be made as per Para 46 of General Condition of Contract.**

Only 70 % payment will be made to the contractor against supply of materials in sound condition duly passed by the competent authority as per schedule of work through "On Account payment" on the basis of actual measurement recorded in the measurement book and certified by the Railway Engineer In charge at site. The balance 30% will be paid through running /final bill after completion of said activities of work in full as per schedule.

**Final payments will be made as per Para 51 of General Condition of Contract.**

### **3.7 Release of Security Deposit –**

Security Deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate".

## **CHAPTER – 4**

### **EXPLANATORY NOTES,**



## **EXPLANTORY NOTES**

## **EXPLANATORY NOTES TO SCHEDULE OF PRICES FOR ELECTRICAL GENERAL SERVICE WORKS**

### **GENERAL**

These explanatory notes are for guidance of field staff. Each work has its own particular requirements. Engineer in charge will be responsible for successful execution of work as per technical specifications.

- i) All electrical works should comply with Indian Electricity Act 2003 and Indian Electricity Rules 1956.
- ii) All electrical installations works shall conform to relevant Indian Standard Code of Practice and carried out as per relevant safety code of Practices, Guide for Safety Procedures in Electrical work as per I.S 5216/Pt.I & II /1982 shall be observed.
- III) All components used in installation shall be of appropriate ratings of voltage, current and frequency.
- IV) All minor items viz. hardware items, foundation bolts, termination lugs for electrical connections etc. as required and necessary for proper working of the equipment shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

**Item No.1** - In this item the price shall cover the Supply, Installation, testing and commissioning of Solar photovoltaic (SPV) based LED street lighting system with all connected accessories. Each set contains following main items- (a) 6 m high galvanized MS pole of nominal dia 3" with necessary accessories b) Minimum capacity of battery bank- 12 V/ 75 AH @ C10 of Tubular Gel VRLA type complying IEC 60896 21&22 c) Minimum SPV module rating -80 Wp,(Individual solar PV module conform to IEC:61215 Ed 2 or latest-Edition II, IEC :61730-1:2007, IEC:61730-II :2007) d)15 watt (nominal) LED based luminaries (01 No) with IP65 protection, LED luminaire shall comply IEC 60598/ IS:10322.and as per specification of BIS, IEC and MNRE.

**SYSTEM DESCRIPTION**:-Solar Photo Voltaic(SPV) based LED street lighting system shall consist of the following elements:-

- SPV Module to convert solar radiation directly into electricity.
- 6 m high galvanized MS pole with necessary accessories
- Battery bank to store the electricity energy generated by SPV panel during day time.
- Charge controller to maintain the battery to the highest possible state charge while protecting the battery from deep discharge or extended overcharge.
- Blocking diode, preferably a Schottky diode, connected in series with solar cells and storage battery to keep the battery from discharging through the cell when there is no output or low output from the solar cell, if such diode is not provided with the module itself.
- 15W LED based luminaries as a light source.
- Interconnecting wires/cables & hardwares.

**REFERENCE STANDARDS**:- IS: 12834:1989:- (reaffirmed 2000) Solar Photovoltaic Energy Systems – Terminology, IEC: 61215 (2005):- Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval, IEC: 60904-1(2006):- Photovoltaic Devices- Part-I: Measurement of Photovoltaic current-Voltage Characteristic, IS: 9000:- Basic environmental testing procedure for Electronic and electrical items.

# **CHAPTER – 5**

## **SCHEDULE OF WORK**

**PROFORMA FOR QUOTING RATES**

**Schedule of Work**

Tender Notice No :-L/17/15-16/02 dt-08.02.16

Name of Work:- AT Varanasi division:- Provision of Solar street light in different Railway colonies.

Approximate Value:- ₹1266900/-

Time of Tender Opening :-15:00 Hrs.

Earnest Money:- ₹25400/-

Date of Tender Opening:-15.03.16

S.N.	Description of Item	Unit	Qty	Rate per Unit (in Rs.)	
				In figure	In words
01	Supply, Installation, testing and commissioning of Solar photovoltaic (SPV) based LED street lighting system with all connected accessories. Each set contains following main items- (a) 6 m high galvanized MS pole of nominal dia 3" with necessary accessories b) Minimum capacity of battery bank- 12 V/ 75 AH @ C10 of Tubular Gel VRLA type complying IEC 60896 21&22 c) Minimum SPV module rating -80 Wp,(Individual solar PV module conform to IEC:61215 Ed 2 or latest-Edition II, IEC :61730-1:2007, IEC:61730-II :2007) d)15 watt (nominal) LED based luminaries (01 No) with IP65 protection, LED luminaire shall comply IEC 60598/ IS:10322 e) Charge controller (Charge controller shall use PWM/MPPT charging technology) and as per specification of BIS, IEC and MNRE.	No	41		

Note:-

Note:-

- 1 All the materials used in this work should be got approved by Sr.DEE/G/Varanasi(or his authorized representative) before starting the work.
- 2 .All taxes will be deducted from the contractor's bill as per extant rules.
3. All the released material should be deposited by the contractor to the place directed by the site -in-charge
4. Site for installation of Electrical fitting/equipment to be decided by Rly. Representative / site in-charge.
- 5 .The firm should give their current account no, name of bank and the bank specific code no along with their offer.
6. Tenderer will quote their rate in figure and in words .
- 7 . If any mistake done by the contractor in quoting their rates in the work schedule. unit cost of the material will be final for calculation of the total cost of the tender.
8. Railway will reserve the right to delete any item of the schedule, which shall be binding to the contractor.
9. The successful tenderer should give a Performance Guarantee at the rate of 5% of the contract value in the form of an irrevocable bank guarantee/deposit receipt/ pay order or FDR
- 10.Work to be done as per IE Rules 1956 and Indian electricity act 2003 or latest with amendment and accordance to general specification of electrical works.
11. The contractor will do all the masonry work.
12. Items to be supplied by contractor should be purchased from the authorized dealer or manufacturer as per RDSO /Speciation or relevant BIS, IES , MNRE or CEE's/Specification. A

challan of receipt should be deposited through concerning SSE. This should be ensured by the concerning SSE & AEE/DEE.

13. The firm shall be clearly state the make of the material to be supplied in the respective schedule item where ever applicable. Tenderer specified make and model number.

**END OF TENDER DOCUMENT (LAST PAGE)**