Tender No: SRDEE-LJN-24-2024 **Closing Date/Time:** 04/10/2024 15:00

SR.DEE/G/LJN acting for and on behalf of The President of India invites E-Tenders against Tender No **SRDEE-LJN-24-2024** Closing Date/Time 04/10/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

| Name of Work | Provision of ON Grid Solar System in all remaining Railway stations, Service Building, Residential Quarters and Level crossings under Phase - II over Lucknow Division. | | | | |
|--------------------------------|---|---|-------------------------|--|--|
| Bidding type | Normal Tender | | | | |
| Tender Type | Open | Bidding System | Two Packet System | | |
| Tender Closing Date Time | 04/10/2024 15:00 | Date Time Of Uploading Tender | 09/09/2024 17:07 | | |
| Pre-Bid Conference Required | No | Pre-Bid Conference Date Time | Not Applicable | | |
| Advertised Value | 115901977.36 | Tendering Section | GENERAL | | |
| Bidding Style | Single Rate for Each Schedule Item | Bidding Unit | | | |
| Earnest Money (Rs.) | 729500.00 | Validity of Offer (Days) | 90 | | |
| Tender Doc. Cost (Rs.) | 0.00 | Period of Completion | 6 Months | | |
| Contract Type | Works | Contract Category | Expenditure | | |
| Bidding Start Date | 20/09/2024 | Are Joint Venture (JV) firms allowed to bid | Yes | | |
| Ranking Order For Bids | Lowest to Highest | Expenditure Type | Solarization of Rooftop | | |

2. SCHEDULE

| S.No. | Item Code | Item Qty | Qty Unit | Unit Rate | Basic Value | Escl.(%) | Amount | Bidding Unit |
|-----------|--|----------------|------------------|---------------|--|--------------|----------------------|-----------------|
| | | | • | | ing Railway station | | 115901977.36 | |
| Building, | Residentia | l Quarters and | d Level cross | ings under Ph | ase - II over Luckn | ow Division. | | |
| | 1 | 1940.00 | KWp | 46227.54 | 89681427.60 | AT Par | 89681427.60 | Rs. |
| 1 | Description:- Design and Supply of On-Grid connected Solar Photo Voltaic (PV) Plant without battery backup complete with following items: a) Silicon Solar Cell connected in series (PV Module) b) Solar Grid Connected String Inverter along with Data Logger. With provision of Data transferring (RS-485, Wifi, GPRS, RF) to remote serviceplatform for data storage and analysis displayed in various visual and graphical formats on Web-App & big screen display. c) Solar PV Module Mounting Structure. d) Array Junction Box. e) Inverter interfacing panel. f) Fire resistant DC Cables and Fire resistant AC Cables of suitable length as per site requirement for interconnecting panels, array, junction box and solar inverter system etc. including all other accessories along with installation, testing and commissioning of above Solar Photo Voltaic Modules on roof top of building/Shed top of station platform with all associated works etc. in different capacities at different Railway stations over Lucknow Division as stated in Explanatory Note. Solar System shall be inspected at manufacturer's premises by the RITES as per IS enclosed with latest amendment's. Cost for the inspection shall be borne by the contractor. | | | | | | | |
| | 2 | 700.00 | Metre | 24.50 | 17150.00 | AT Par | 17150.00 | Rs. |
| 2 | _ | | | - | e in open/air/along will be supplied by | | pole with clamping a | rrangement |
| | 3 | 14500.00 | Metre | 137.20 | 1989400.00 | AT Par | 1989400.00 | Rs. |
| 3 | Description:- Laying of 1 No. XLPE insulated and PVC sheathed power cable of grade 1.1 KV size $3\frac{1}{2}$ /4 core size not exceeding 25 Sq mm Alluminium conductor cable direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required. (Cable will be supplied by Railway) | | | | | | | |
| | 4 | 14500.00 | Metre | 42.14 | 611030.00 | AT Par | 611030.00 | Rs. |
| 4 | Description:- Laying and Fixing of one No. Additional PVC/XLPE Insulated PVC sheathed aluminium conductor L.T. power cable 3½/4 core of grade 1.1 KV of size not exceeding 25 Sq. mm in ground in the same trench in one tier horizontal formation including excavation, sand cushioning, protective covering and refilling the trench etc. as required. (Cable will be supplied by Railway) | | | | | | | |
| 5 | 5 | 100.00 | Numbers | 108.90 | 10890.00 | AT Par | 10890.00 | Rs. |
| i J | Description | Supply ar | nd fixing of ca | ble route mar | ker made with ston | e as ner dra | wing attached | |
| ا ّ | Description | ouppiy ai | ia iixiiig oi oa | oro routo man | NCI III aac Willi Stoii | o do por ara | wing attachica. | |

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Tender No: SRDEE-LJN-24-2024 **Closing Date/Time:** 04/10/2024 15:00

| | Description: | - Supplying, | fabrication, | installing, fixir | ng of MS sheet jur | nction box (o | utdoor type) size 45 | 0x450x200 |
|----------------------|--|---|--|--|---|---|--|---|
| 6 | duly naming 2 40x10 mm fi | 240/415 volt xed with bu | ts with red pa is-bar insulat | aint complete ors including | with 3 phase alum suitable size of o | ninium bus-ba cable gland | ray paint over red of ar one for neutral wi in bottom side for i nction box will be fit | th Al. strips incoming & |
| | | | | | | | to pre-cooling points | |
| | 7 | 12.00 | Numbers | 16236.64 | 194839.68 | AT Par | 194839.68 | Rs. |
| 7 | Pole 4 way ty withstand cap epoxy powde | rpe conformi pacity 35 KA r coated, bu | ing to IS:862 A Degree of pure the contraction in t | 3 and IS:2147 protection IP n made of ET | with latest version fabricated with Figrade copper de | n busbar layo sheet steel ull tin plated | per System 400 A Fout stack layer type so (CRCA) 1.6 mm this with DMC support, I upply complete in all | short circuit ckness and Neutral bus |
| | 8 | 28.00 | Numbers | 9238.46 | 258676.88 | AT Par | 258676.88 | Rs. |
| 8 | Description: Pole 4 way ty withstand cap epoxy powde | - Supply, In: pe conforminacity 35 KA r coated, bu | stallation, Te ing to IS:862 A Degree of pure to be pure to the control of the co | esting and Co 3 and IS:2147 protection IP n made of ET | ommissioning of Bi with latest version 31 fabricated with P grade copper di | usbar Cham n busbar layo sheet steel ull tin plated | ber System 200 A Fout stack layer type s (CRCA) 1.6 mm thic with DMC support, I upply complete in all | Rating Four short circuit ckness and Neutral bus |
| | 9 | 160.00 | Numbers | 8376.00 | 1340160.00 | AT Par | 1340160.00 | Rs. |
| 9 | 4 way type of withstand cap epoxy powde bar fully rated | conforming to bacity 35 KA r coated, but d, top and bo | to IS:8623 at A Degree of pure to the contraction in the contraction i | nd IS:2147 worotection IP n made of ET ate detachabl | with latest version 31 fabricated with P grade copper do e suitable for 440 | busbar layou sheet steel ull tin plated V 50 HZ AC | r System 63 A Rating at stack layer type s (CRCA) 1.6 mm thic with DMC support, I Supply complete in borne by the firm. | short circuit ckness and Neutral bus |
| | 10 | 15000.00 | Kg | 63.70 | 955500.00 | AT Par | 955500.00 | Rs. |
| 10 | - | IS: 808/198 | 89 (Latest Ve | | - | | x 40 x 6 mm / 50x rective iron cage con | |
| | 11 | 9000.00 | MT-Km | 13.44 | 120960.00 | AT Par | 120960.00 | Rs. |
| 11 | D | | | | | | | |
| | _ | _ | | - | | | nly for the material s | supplied by |
| ••• | _ | _ | | - | e supervisor's depet to store depot of 6804000.00 | | nly for the material s | supplied by Rs. |
| | Railway and r 12 Description: road etc. at a | eturning of F 5250.00 - Excavation depth of mi aying of HDI | Released ma Metre of trenchles inimum 120 (PE Pipe of 15 | terial from site 1296.00 s track by ho CM below gro | e to store depot of 6804000.00 rizontal direct drilli und level as per di | Supervisor) AT Par ng (HDD) morection of sit | | Rs. r track/busy |
| | Railway and r 12 Description: road etc. at a Supply and Li | eturning of F 5250.00 - Excavation depth of mi aying of HDI | Released ma Metre of trenchles inimum 120 (PE Pipe of 15 | terial from site 1296.00 s track by ho CM below gro | e to store depot of 6804000.00 rizontal direct drilli und level as per di | Supervisor) AT Par ng (HDD) morection of sit | 6804000.00 ethod under Railway | Rs. r track/busy |
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Tender No: SRDEE-LJN-24-2024 **Closing Date/Time:** 04/10/2024 15:00

| 19 | Description | on:- Supply in: | stallation test | ng & commis | sioning of MCCB 3 | 2/63 Amps , | 4 pole breaking cap | acity 25 KA |
|----|---|-----------------|-----------------|----------------|--------------------|--------------|---|--------------|
| | | | | • | • | • | g hard wares and ir | - |
| | required a | s per CEE'S S | Specification I | No. CEE/Spec | ./LT-Panel with 40 | 0Amp. ACB/ | 06 December - 2008 | 3 along with |
| | sheet stee | | IOTE :- The r | material shall | be inspected by R | ITES and ins | spection charges sha | all be borne |
| | 20 | 180.00 | Numbers | 14428.39 | 2597110.20 | AT Par | 2597110.20 | Rs. |
| 20 | 1 - | on:- Provision | | | _ | OTE :- The | material shall be in | spected by |
| | 21 | 60.00 | Numbers | 1764.00 | 105840.00 | AT Par | 105840.00 | Rs. |
| 21 | Description:- Supply, Installation, Testing and Commissioning of Earthing with pipe 4.5 meter long and 40 mm dia with masonry enclosure on the top with RCC Cover including earth connection to equipment with 4 mm dia G.I. wire in 15 mm dia G.I. pipe and using salt and charcoal for pipe earth electrode as per drawing L/16/STD/86 as enclosed as per IS 3043/1987 (latest Version). | | | | | | | |
| | 22 | 3880.00 | KWp | 1239.00 | 4807320.00 | AT Par | 4807320.00 | Rs. |
| 22 | Description:- Charges for Cleaning of Solar Panel for 2 Years as per given guidelines. (Unit KWP Means KWp per Year = cleaning of one KWp solar panel for one year) = Means 3000 KWP for 2 years. | | | | | | | |
| | 23 | 6000.00 | Metre | 250.00 | 1500000.00 | AT Par | 1500000.00 | Rs. |
| 23 | Colour Str IS 15778 | ip piping syste | em for water s | supply to clea | ning of Solar Pane | l conforming | Polyvinyl Chloride) to standard ASTM ES and inspection cl | D 2846 and |
| | 24 | 60.00 | Numbers | 3500.00 | 210000.00 | AT Par | 210000.00 | Rs. |
| 24 | Description:- Supply, Installation, Testing and Commissioning of Monojet Pump 0.50 Hp capacity suitable 1 200-240 Volt 50 Hz AC Supply complete in all respect. | | | | | suitable for | | |

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Important : All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

Standard Financial Criteria

| S.No. | Description | Confirmation Required | | Documents Uploading |
|-------|---|-----------------------|-----|------------------------|
| 1 | WORKS CONTRACT - Financial Eligibility Criteria for Tenderer is as follows for the tender value above 50 lac - 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 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. | No | INo | Allowed (Mandatory) |
| 1.1 | WORKS CONTRACT - No Financial credentials are required for tenders having value up to Rs 50 lakh. | No | No | Allowed (Optional) |
| 1.2 | The tenderer shall submit requisite information as per Annexure -VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. | | No | Not Allowed |

Standard Technical Criteria

| S.No. | Description | Confirmation | Remarks | Documents |
|-------|-------------|--------------|---------|-----------|
| | | Required | Allowed | Uploading |

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Tender No: SRDEE-LJN-24-2024 **Closing Date/Time:** 04/10/2024 15:00

| 1 | WORKS CONTRACT - Technical Eligibility Criteria for Tenderer is as follows for the tender value above 50 lac - The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender. It will be necessary to enclose certificate in this regard duly attested by competent authority along with tender document for the work. Certificate from private individuals for whom such works are executed/being executed shall not be accepted. The contractor not qualifying the above eligibility criteria or not submitting the certificates for the same, the offer will be summarily rejected. | No | No | Allowed (Mandatory) |
|-----|---|----|----|------------------------|
| 1.1 | Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, 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. | No | No | Allowed (Mandatory) |
| 1.2 | 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. | No | No | Allowed (Mandatory) |
| 1.3 | Defination of Similar Work :- Supply, Installation, Testing and Commissioning of Equipment's based on Non-Conventional Energy Sources. | No | No | Not Allowed |

Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

| S.No. | Description |
|-------|--|
| 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 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 and all my/our constituents understand that my/our offer shall be summarily rejected. |
| 9 | I/we also understand that if the contents of the certificate submitted by us are found to be false/forged 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 also 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) |

Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.

| S.No. Description |
|-------------------|
|-------------------|

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Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.

(Click here to download the Format of Self Certification)

5. COMPLIANCE

Important : All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.

Commercial-Compliance

| S.No. | Description | | | Documents Uploading |
|-------|---|-----|-----|------------------------|
| 1 | Please furnish the list of personnel, organization available in hand and proposed to be engaged for the subject work. | Yes | Yes | Allowed (Mandatory) |
| 2 | Furnish the list of plant & machinery available in hand (own)and proposed to be included (own and hired to be given separately) for the subject work. | Yes | Yes | Allowed (Mandatory) |
| 3 | Furnish the 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 of schedule completion of work. Date of actual start, actual completion date and final value of contract should also be given. | Yes | Yes | Allowed (Mandatory) |
| 4 | Furnish the list of work in hand including description of work, contract value and approximate value of balance work yet to be done and date of award. | Yes | Yes | Allowed (Mandatory) |
| 5 | Furnish the Audited balance sheet duly certified by the Chartered Accountant for last three years. | Yes | Yes | Allowed (Mandatory) |
| 6 | At the time of submission of bid, if you have any special condition then upload in scanned PDF copy. | res | Yes | Allowed (Mandatory) |
| 7 | Please Submit your bank details i.e. Name of the bank along with bank branch code, Account Number, IFSC Code and PAN details. | | Yes | Allowed (Mandatory) |
| 8 | Status of the Firm and Related documents such as affidavit, registration, partnership deed, power of attorney etc. | Yes | Yes | Allowed (Mandatory) |
| 9 | Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions. | No | Yes | Allowed (Optional) |

General Instructions

| S.No. | Description | Confirmation Required | | Documents Uploading |
|-------|--|-----------------------|----|------------------------|
| 1 | WORKS CONTRACT - 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. | No | No | Not Allowed |
| 1.1 | 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 against that contract. 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. | No | No | Not Allowed |

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| 2 | WORKS CONTRACT - The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:- (i)A deposit of cash; (ii)Irrevocable Bank Guarantee; (iii)Government Securities including State Loan Bonds at 5% below the market value; (iv)Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (v)Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks; (vi)Deposit in the Post Office Saving Bank; (vii)Deposit in the National Savings Certificates; (viii)Twelve years National Defence Certificates; (ix)Ten years Defence Deposits; (x)National Defence Bonds and (xi)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. | No | No | Not Allowed |
|------|--|----|----|-------------|
| 3 | All document related to Joint Venture/ Consortium MOU, duly notarized should be uploaded at the time of submission of bid Original documents related to above should be submitted to the office of tender section, DRM/Electrical/General, Lucknow. | No | No | Not Allowed |
| 4 | The tenderer shall upload scanned copies of mandatory credentials such as experience, turn over Certificates and any other documents as applicable. | No | No | Not Allowed |
| 5 | Bank Guarantees BGs to be submitted by suppliers/contractors should be sent directly to be concerned authorities by issuing Bank under registered POST A.D. | No | No | Not Allowed |
| 6 | Works Contract: The Bid Security deposited with the tender of successful tenderer will be retained as part of security deposit which will be 5 percent of the contract value of work awarded. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt from Scheduled Bank, or may be recovered at the rate of @ 6 percent of the bill amount till the full Security Deposit is recovered. | No | No | Not Allowed |
| 7 | Works Contract :- This contract shall be governed by the provision of GCC (General Condition of Contract) April 2022 edition with up to date corrections thereto. | | No | Not Allowed |
| 8 | Rates are inclusive of all taxes / octroi, license fee, royalty charges etc. legally leviable by state, Central Government and/or any other local authority. | | No | Not Allowed |
| 9 | Income Tax, Cess and any other tax will be recovered as per extant instruction on the subject. | No | No | Not Allowed |
| 10 | BID SECURITY - All the tenderers/ contractors have to deposit Bid Security as stipulated in the tender document through online modes as permitted in IREPS application. Payment of Bid Security in respect of e-Tendering, should be accepted through net banking or payment gateway or Bank Guarantee bond. Subject to Exemption provided under para 5(1) (a) of Part -1 (ITT) of GCC, the tenderer must be accompanied by a Bid Security as mentioned in the tender documents, failing which the tender shall be summarily rejected. | No | No | Not Allowed |
| 10.1 | Works Contract :- (i)The Bid Security shall be rounded 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) 100% Govt. owned PSUs shall be exempt from Payment of Bid Security detailed above. (iv) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. | No | No | Not Allowed |
| 11 | INDIAN RAILWAY STANDARD GENERAL CONDITION OF CONTRACT, April 2022 is available on the Indian Railways website. Tenderers are requested to visit the website and be aware of the Terms and Conditions of GCC. | | No | Not Allowed |
| 12 | Advertisement Period - Time during which all information pertaining to tender shall be available but offers can not be submitted. i.e from tender publication date to till sixteen days prier to opening of Tender. | No | No | Not Allowed |
| 13 | Offer Submission Period - Fifteen days prior to opening of tender, during which tenderers can submit their offer. | No | No | Not Allowed |
| 14 | Tenderer shall submit the documents regarding status of firm along with offers. It is further made clear that partnership firm shall have to attach copy of the latest partnership deed along with latest affidavit certifying the currency of the deed. Similarly, proprietorship firm should also submit the relevant certificate along with latest affidavit regarding currency of the certificate. | No | No | Not Allowed |

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| 15 | WORKS CONTRACT: 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. | No | No | Not Allowed |
|--------|---|----|----|-------------|
| 15.1 | (ii) Following documents shall be submitted by the tenderer: | No | No | Not Allowed |
| 15.1.1 | (a)Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC. | No | No | Not Allowed |
| 15.1.2 | (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 Para 10 of the Tender Form (Second Sheet) of GCC. | No | No | Not Allowed |
| 15.1.3 | (c)Partnership Firm: (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet). | | No | Not Allowed |
| 15.1.4 | (d)Joint Venture (JV): All documents as mentioned in Para 17 of the Tender Form (Second Sheet). | No | No | Not Allowed |
| 15.1.5 | (e)Company registered under Companies Act2013: (i)The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii)A copy of Certificate of Incorporation (iii)A copy of 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. (vi) All other documents in terms of Para 10 of Tender Form (Second Sheet) of GCC. | No | No | Not Allowed |
| 15.1.6 | (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 Govt. of India from participation in tender/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) of GCC. | No | No | Not Allowed |
| 15.1.7 | (g)Registered Society & Registered Trust: (i)A copy of the Certificate of Registration (ii)A copy of 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) of GCC. | No | No | Not Allowed |
| 15.2 | (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. | | No | Not Allowed |
| 15.3 | (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. | No | No | Not Allowed |
| 15.4 | (v) A tender from JV shall be considered only where permissible as per the tender conditions. | No | No | Not Allowed |
| 15.5 | (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. | No | No | Not Allowed |

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| 16 | Works Contract: 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. | No | No | Not Allowed |
|------|--|----|----|-------------|
| 16.1 | A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate. | No | No | Not Allowed |
| 17 | Tenderers shall quote the nett rate in their offer for the schedule items. Nett rates shall be treated as inclusive of all taxes. | No | No | Not Allowed |
| 18 | It will be obligatory on the part of the contractors in these favour the contractor is awarded to employ civil Engineers Graduate/Diploma holders for the duration of contracts as under (Rly Bd. Letter no. 2012/CE-I/ CT/O/20 dated 10.5.13):- 1. One Qualified Graduate Engineer when the cost of work to be executed is Rs. 200 lakh and above. 2. One qualified Diploma holder Engineer when the cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh. Technical staff should be available at the site whenever required by engineer-in-charge to take instructions. Contd. | No | No | Not Allowed |
| 18.1 | In case contractor fail to employ the Technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 40000/-(Rupees Forty thousands only) for each month of default in case of Graduate Engineer and Rs. 25000/- (Rupees twenty five thousands only) for each month or part thereof for the default period in case of Diploma holder. The decision of engineer-in-charge as to the period for each the required technical staff as not employed by the contractor and as the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor. | No | No | Not Allowed |
| 19 | WORKS CONTRACT - VARIATION IN QUANTITIES OF ITEMS OF CONTRACTS -LIMITS AND RATES: (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 (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per subpara (iii) below (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. | No | No | Not Allowed |
| 19.1 | (a) 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; (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 contract value. | No | No | Not Allowed |

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| 19.1.1 | d.(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; d.(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; d.(iii) Variation in quantities of individual minor value item beyond 200% will be | No | No | Not Allowed |
|--------|---|----|----|-------------|
| | 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. | | | |
| 19.2 | (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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). | No | No | Not Allowed |
| 20 | 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders having advertised cost of Rs 10 lakh or above | No | No | Not Allowed |
| 20.1 | (i)Letter of Credit: 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. Authority Railway Board) No. 2018/CE-IJCT/9 New Delhi, Dated 04.06.2018 (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application 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. (iii) The option so exercised, shall be an integral part of the bidder's offer. (iv) 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. (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: | No | No | Not Allowed |
| 20.2 | (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 Le 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 SB1 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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work. Contd. | No | No | Not Allowed |

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| 20.3 | (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor. (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) 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 Authorisation. (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways. (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch). Contd. | No | No | Not Allowed |
|------|--|----|----|-------------|
| 20.4 | (j) The contractor shall take print out of the Document of Authorisation 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 A uthorisation, Bill of Exchange and Bill. (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch). (I) 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 Authorisation 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 I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened. (0) The LC shall be closed after the release of final payment including P VC 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. | No | No | Not Allowed |
| 21 | Tenderer 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 North Eastern Railway 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. | No | No | Not Allowed |
| 21.1 | (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate for Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. to be submitted by the bidder is enclosed as Annexure-V(A). Non submission of a copy of certificate 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. | No | No | Not Allowed |
| 21.2 | (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. | No | No | Not Allowed |

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| 21.3 | (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 upto 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. | No | No | Not Allowed |
|------|--|----|----|-------------|
| 22 | (1) Price Variation Clause PVC shall be applicable only for contracts of value Contract Agreement value Rs. 5 Crore and more, irrespective of the contract completion period. The conditions will be follow with up-to-date correction slips. (2) Price Variation Clause for Annual Maintenance Contract or Zonal Contract: The price variation Clause of General Conditions of Contract shall not apply to a works contract which is either an Annual Maintenance Contract or a Zonal Contract as per Railway Boards letter No. 2013/CE/I/CT/O/10-PVC-Pt.I dated 27.01.2015 & 2017/Trans/01/Policy dated 08.02.2018.(3) Price Variation Clause shall be applicable accordingly attached document. | No | No | Not Allowed |
| 23 | STAMP DUTY: Stamp duty shall be payable @ Rs. 70/- per thousand on security deposit if it is in the form of NSC/FDR and if it is in the form of cash it will be @ 125/- per thousand on thousand on security deposit. Till finalization of the special leave petition by the supreme court, Before execution of contract agreement, Tenderer will have to deposit the stamp duty of Rs. 100/- along with an affidavit " if an order shall be passed by supreme court in above Special Leave Petition in favour of Govt. then tenderer will have to deposit the balance stamp duty in addition to Rs. 100/- against the appropriate head of the deptt. | No | No | Not Allowed |
| 23.1 | Tenderer will ensure the genuineness of the stamp papers / stamps being utilized. It will be the responsibility of the party entering into agreement with the railway for its genuineness | | No | Not Allowed |
| 24 | 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 of Portal shall be done as per para 55C of GCC April 2022: | No | No | Not Allowed |
| 25 | Employment/Partnership etc. of Retired Railway Employees: | No | No | Not Allowed |
| 25.1 | (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. | No | No | Not Allowed |

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| 25.2 | (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. | No | No | Not Allowed |
|------|---|----|----|-------------|
| 25.3 | (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. | No | No | Not Allowed |
| 25.4 | Note:-If information as required as per 16.a), b), c) of GCC has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract. | | No | Not Allowed |
| 26 | Participation of Partnership Firms in works tenders: | No | No | Not Allowed |
| 26.1 | under the provisions of the Indian Partnership Act, prior to submission of tender. 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 prior to date of tender opening as per the Indian Partnership Act. 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. | No | No | Not Allowed |
| 26.2 | 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 submission 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. | No | No | Not Allowed |

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| 26.3 | 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. 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. 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. 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. | No | No | Not Allowed |
|------|--|----|----|-------------|
| 26.4 | 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. | No | No | Not Allowed |
| 26.5 | (c)Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d)No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway. | No | No | Not Allowed |
| 26.6 | 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 Registrar. (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) of GCC. 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 Clause 10 of the Tender Form (Second Sheet) of GCC. | No | No | Not Allowed |

Special Conditions

| | S.No. | • | Confirmation Required | | Documents Uploading |
|---|-------|--|-----------------------|----|------------------------|
| | 1 | For the tenders opening after roll out of GST - All the bidders/ tenderers should ensure that they are GST complaint and their quoted tax structure/ rates are as per GST Law. | | No | Not Allowed |
| Ī | 2 | WORKS CONTRACT:- Care in Submission of Tender: | No | No | Not Allowed |

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| 2.1 | (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 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. | No | No | Not Allowed |
|-----|---|----|----|-------------|
| 2.2 | (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. and as amended form time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by then is duly considered while quoting rates. | No | No | Not Allowed |
| 2.3 | (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. | No | No | Not Allowed |
| 2.4 | (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 for his/their bills under reverse charge mechanism(RCM) and deposit the same to the concerned authority. | No | No | Not Allowed |
| 2.5 | (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. | | No | Not Allowed |
| 2.6 | (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. | | No | Not Allowed |

Technical-Compliances

| S.No. | • | Confirmation Required | | Documents Uploading |
|-------|---|--------------------------|-----|------------------------|
| 1 | Tenderer should have valid "A" class electrical contractor license issued by electrical inspector to state government with the offer. If "A" class electrical contractor license has been expired, tenderer should submit receipt of renewal electrical contractor license issued by electrical inspector to state government with offer also. At the time of contract agreement, contractor must submit valid "A" class electrical contractor license issued by electrical inspector to state government. If tenderer have not submit the valid "A" class electrical contractor license, the offer will be summarily rejected. | Yes | Yes | Allowed (Mandatory) |

Undertakings

| S | S.No. | Description | Confirmation Required | | Documents Uploading |
|---|-------|---|-----------------------|----|------------------------|
| 1 | | The amount as stipulated in tender document is herewith forwarded as Bid Security. 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 :- 1. 1/We do not execute the contract document as stipulated in performance guarantee clause of GCC as detailed in General Condition. 2. 1/We do not commence the work within fifteen days after receipt of order to that effect. | No | No | Not Allowed |
| 2 | 2 | I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/we have also agreed to keep this tender open for acceptance for a period of 45 days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our Bid Security. I/We offer to do work for North Eastern Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the period of completion stipulated in the tender document, from the date of issue of letter of acceptance of the tender. | No | No | Not Allowed |

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| 3 | I/We have read the various conditions attached/ referred to in this tender document and agree to abide by the said conditions. | No | No | Not Allowed |
|---|--|----|----|-------------|
| 4 | Works Contract :- I/We also hereby agree to abide by the INDIAN RAILWAYS STANDARD GENERAL CONDITION OF CONTRACT, APRIL 2022 with all correction slip up to date and to carry out the work according to the Special Condition of Contract and Specifications of material and works as laid down by Railway in the annexed Special Condition/Specifications, Schedule of Rates with all correction slips up to date for the present contract. | No | No | Not Allowed |
| 5 | 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. | No | No | Not Allowed |
| 6 | I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us in the relevant fields of the Financial BID Page will only be the ruling terms for deciding the inter se ranking, and any such condition having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract placed on us. | No | No | Not Allowed |
| 7 | I/We have visited the works site and I/We am/are aware of the site condition. | No | No | Not Allowed |

6. Documents attached with tender

| S.No. | Document Name | Document Description |
|-------|-----------------------|----------------------|
| 1 | GCC-APRIL-2022.pdf | GCC 2022 |
| 2 | GCC2022ACS-123456.pdf | ACS 2022 |
| 3 | BGFormat-NEW.pdf | BG Format |
| 4 | EARTHING.pdf | Earthing |
| 5 | CABLEROUTEMARKER.pdf | Cable route Marker |
| 6 | PipeEarth.pdf | Pipe Earth |
| 7 | LTPanel.pdf | LT panel |
| 8 | CableLaying.pdf | Cable Laying |
| 9 | SOLAR-IS.pdf | Solar IS List |
| 10 | EXPsolarphasell.pdf | Explanatory Note |
| 11 | TCofsolarII2.pdf | Terms and Conditions |

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: DEVENDRA KUMAR VERMA

Designation: Sr. DEE/General

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