

**VARANASI DIVISION-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: E-Tender-L-47-24-25

Closing Date/Time: 31/01/2025 14:30

DRM/Electrical/General acting for and on behalf of The President of India invites E-Tenders against Tender No **E-Tender-L-47-24-25** Closing Date/Time 31/01/2025 14:30 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 at different buildings in PRRB-ARJ-POKL & ARJ-GCT section.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	31/01/2025 14:30	Date Time Of Uploading Tender	09/01/2025 18:16
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	166707128.16	Tendering Section	WORKS
Bidding Style	Single Rate for Each Schedule Item	Bidding Unit	
Earnest Money (Rs.)	983500.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	6 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	17/01/2025		
Are JV allowed to bid	Yes	Number of JV Member Allowed	3
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
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
Schedule () A-NS Items							166707128.16	
1	1	2712.00	KWp	61470.18	166707128.16	AT Par	166707128.16	Rs.
	Description:- Supply, Installation, Testing & Commissioning of Mono perc Half cut with latest standard quality SPV module as per SECI / MNRE Guideline at different location as per available site which can be Building terrace / Platform shed, along with prov. of pathways at platform shed to clean the entire SPV module every 15 days. The Solar Power plant will be commissioned by using Invertors (Capacity as per site requirement), UV protected flexible conduit, 4sqmm copper tinted DC cables & wires, copper long barrel Lugs, bus bars, ferules, MS/ GI frame structure, provision of Data logger facilities etc. (Any other item as per requirement of site cost is included in the estimate). The power generation process to be monitored at Divisional Control room along with 2 years data charges, all inclusive. (Grid connected solar power plants are to be provided on rooftop of various station buildings, LC gates and platform sheds over Varanasi Division. Location of these are scattered in the division. Inverter, Solar meters, net meters and other accessories may be provided at each of the location as per state electricity board norms. Therefore, bidder may keep in mind while quoting the bid for the same. No extra charge will be paid by railway for the same.)							

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	Remarks Allowed	Documents Uploading
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1	The tenderer must have minimum average annual contractual turnover of V/N or 'V' of whichever less ; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-C, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Non submission of the Annexure-C in prescribed format, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet shall lead to summarily rejection of your offer.	No	No	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 -C, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Not Allowed

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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. [As per Annexure -B attached in tender document] (Full details para 10.1 in tender documents)	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.	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 :- The firm should have carried out Supply, Installation, Testing & Commissioning of Solar power generating system of at least 10 KWp (Grid connected or off Grid Solar power generating system).	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.

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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
1	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	Confirmation Required	Remarks Allowed	Documents Uploading
1	Bidder should provide MANUFACTURES AUTHORIZATION LETTER from Module Manufacturer & manufacturer should have minimum supply experience of cumulative of 10MW or above for similar product. If required, in line manufacturing witness inspection shall be carried out during the manufacturing process. (Click here to download Format)	No	No	Allowed (Optional)
2	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)
3	Please submit your bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, GST, PAN Number, Adhar Number, Mobile Number and e-mail address.	No	No	Allowed (Mandatory)
4	Please furnish list of personnel, organization available on hand and proposed to be engaged for the subject work. [As per Annexure -D attached in tender document]	No	No	Allowed (Mandatory)

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5	Please furnish list of plant and Machinery available on hand own and proposed to be inducted own and hired to be given separately for the subject work.[As per Annexure - E attached in tender document]	No	No	Allowed (Mandatory)
6	Please furnish list of Works completed in last Seven years (Ending last day of month previous to the one in which tender is invited) giving Description of Work, Organization for whom executed, approximate value of contract at time of award, Date of award and Date of Completion. Date of actual Start, Actual Completion and Final value of Contract shall also be given. [As per Annexure - F attached in tender document]	No	No	Allowed (Mandatory)
7	Please furnish list of Works on hand indicating Description of Work, Contract Value, Approximate value of balance work yet to be done and Date of award. [As per Annexure -G attached in tender document]	No	No	Allowed (Mandatory)
8	Upload Scanned receipt copy of payment of Bid Security should be accepted through net banking or payment gateway or submission of Bid Security in the form of Bank Guarantee. Full details para 5.0 of GCC-April 2022.	No	No	Allowed (Optional)
9	At the time of submission of bid, if you have any special Condition then upload in scanned pdf copy.	No	No	Allowed (Optional)
10	Status of the Firm and Related documents such as affidavit, registration, partnership deed, power of attorney etc.	No	No	Allowed (Mandatory)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The material shall be inspected by RITES and inspection charges shall be borne by the firm.	No	No	Not Allowed
2	The Railway Reserve the right to accept in whole or in part or reject any tender or all tenders without assigning any reason for such action. Rate should not be quoted for part quantity.	No	No	Not Allowed
3	For those conditions for which standard formats have been given in the uploaded document titled-Formats for uploading of various format. The informations should only be submitted in these standard formats.	No	No	Not Allowed
4	The tenderer shall upload scanned copies of mandatory credentials such as experience, Payment Certificates and any other documents as applicable.	No	No	Not Allowed
5	Care in Submission of Tenders	No	No	Not Allowed
5.1	(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 that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.	No	No	Not Allowed
5.2	(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. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.	No	No	Not Allowed
5.3	(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

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5.4	(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 from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.	No	No	Not Allowed
5.5	(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	No	Not Allowed
5.6	(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	No	Not Allowed
6	For all details of General Condition, Please See uploaded Tender Document.	No	No	Not Allowed
7	The tenderers shall submit a copy of certificate in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be, Non submission of above certificate(s) 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Not Allowed
8	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
8.1	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
9	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
10	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, Varanasi.	No	No	Not Allowed

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11	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
12	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
13	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	No	Not Allowed
14	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	No	Not Allowed
15	Income Tax, Cess and any other tax will be recovered as per extant instruction on the subject.	No	No	Not Allowed
16	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
16.1	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
17	INDIAN RAILWAY STANDARD GERNERAL 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	No	Not Allowed
18	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 prior to opening of Tender.	No	No	Not Allowed
19	Offer Submission Period - Fifteen days prior to opening of tender, during which tenderers can submit their offer.	No	No	Not Allowed
20	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
21	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 / HUF 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
21.1	(ii) Following documents shall be submitted by the tenderer.	No	No	Not Allowed

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21.1.1	a)Sole Proprietorship Firm: (i)An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (ii)All other documents in terms of explanatory notes in clause 10(GCC).	No	No	Not Allowed
21.1.2	(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)An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iii)All other documents in terms of explanatory notes in clause 10(GCC).	No	No	Not Allowed
21.1.3	(c)Partnership Firm: (i)The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet).	No	No	Not Allowed
21.1.4	(d)Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).	No	No	Not Allowed
21.1.5	(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. (iv)An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v)All other documents in terms of explanatory notes in clause 10 (GCC).	No	No	Not Allowed
21.1.6	(f)LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender: (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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v)All other documents in terms of explanatory notes in clause 10 (GCC).	No	No	Not Allowed
21.1.7	(g)Registered Society & Registered Trust: The tenderer shall submit: (i)A copy of the Certificate of Registration (ii)A copy of Deed of Formation (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)All other documents in terms of explanatory notes in clause 10 (GCC).	No	No	Not Allowed
21.2	(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	No	Not Allowed

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21.3	(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 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
21.4	(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
21.5	(vi)The Railway will not be bound by any change 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
22	Works Contract :- The tenderer whether sole proprietor/ a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, 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. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.	No	No	Not Allowed
23	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
24	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
24.1	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
25	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. (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

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25.1	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 agreement value.	No	No	Not Allowed
25.1.1	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 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.	No	No	Not Allowed
25.2	(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation. (vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).	No	No	Not Allowed
26	'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
26.1	(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

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26.2	(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 LC and its operation thereof shall be borne by the contractor. (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills. (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work. Contd.	No	No	Not Allowed
26.3	(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
26.4	(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 Authorisation, Bill of Exchange and Bill. (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch). (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch). (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of 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. (o) 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

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27	System of verification of Tenderer's credentials:- (a) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials submitted by the tenderer shall be self attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.	No	No	Not Allowed
27.1	(b) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V in IREPS. Non submission of above 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 by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Not Allowed
27.2	c) 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 thereunder nor will it affect any rights of the Railway thereunder.	No	No	Not Allowed
27.3	d) In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.	No	No	Not Allowed
28	(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-PVCpt.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
29	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
29.1	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	No	Not Allowed
30	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

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31	Employment/Partnership etc. of Retired Railway Employees:	No	No	Not Allowed
31.1	(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 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
31.2	(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 gazetted 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
31.3	(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
31.4	Note:-If information as required as per 30.1, 30.2 & 30.3 above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.	No	No	Not Allowed
32	Participation of Partnership Firms in works tenders:	No	No	Not Allowed

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32.1	1 . The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 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
32.2	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 opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening 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 General Conditions of Contract.	No	No	Not Allowed
32.3	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 EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.	No	No	Not Allowed
32.4	8. 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. 9. 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

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32.5	10.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/alterd/ 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 General Conditions of Contract. (c)Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d)No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.	No	No	Not Allowed
32.6	11.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. (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 opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iv)All other documents in terms of explanatory notes in clause 10(GCC). 12. 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 (GCC).	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	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.	No	No	Allowed (Mandatory)

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

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2	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 is placed on us.	No	No	Not Allowed
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	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 :	No	No	Not Allowed
4.1	I/We do not execute the contract documents as stipulated in performance guarantee clause of IRSGCC-April - 2022 as detailed in general instructions	No	No	Not Allowed
4.2	I/We do not commence the work within Fifteen days after receipt of orders to that effect.	No	No	Not Allowed
5	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days (In case of two packet system of tendering 90 days) from the date fixed for closing the same and in default thereof, I/We will be liable for forfeiture of my/our Bid Security . I/We offer to do the 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
6	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
7	I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract-April - 2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.	No	No	Not Allowed
8	In case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be, Non submission 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. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	LocationlistPRRB-POKOL-ARJ-GCT2712kWp.pdf	Location list
2	TenderDocument.pdf	Tender Document
3	Specification_3.pdf	Specification

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

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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: PANKAJ KUMAR KESHARWANI

Designation : Sr.DEE/G/BSB