

General Compliance

1.	BOOK OF REFERENCE:	General Conditions of Contract, 2022 , hereinafter mentioned as GCC 2022, of Indian Railways. There will be an overall binding of Indian Railways; General Conditions of Contract, 2022; hereinafter or elsewhere mentioned as GCC, 2022 amended/revised/ modified/corrected from time to time, irrespective of before or after opening of this e-tender, upon the tender or contract.
2.	Documents to be uploaded only in the website by the Tenderer:	Annexures, as and if required for a particular Tender, duly filled in and signed by the tenderer, are to be uploaded online only prior to Closing of Tender. Original copy of all the documents to be submitted to office within 7 days whenever demanded by the Railway.
3.	E-bid/e-Tender along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorised personnel/representative of the tenderer already registered with the IREPS website. Digital Signature used must be a "Class III-B with Company Name" obtained from a Government of India approved Certifying Authority	
4.	Tenderer must look out for NIT as soon as it is available on IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minutes hassle, in their own computer system or communication line. Railway will not be responsible for non-participation of any tenderer due to any technical problem on the day/time of bid closing.	
5.	Only the bids received through the electronic tender box available in the website www.ireps.gov.in will be considered	
6.	Tenderers can submit their offer during the period as mentioned in the NIT. The e-procurement system does not permit submission of any offer/bid after the closing date and time of the respective e-tender. Hence, there is no scope of any late/delayed offer in the on-line bidding process through the IREPS portal.	
7.	Electronic tender box will be opened after the closing time as shown in the NIT/IREPS website, as per procedure. Tenderers shall not be required to be present in the Office of Dy. Chief Electrical Engineer (W)/Liluah for any e-Tender opening process. They can obtain totally transparent Bid Tabulation Statement by logging in IREPS website after tender opening. All the participating tenderers who will submit valid e-Tender offer can view their own offer details as well as tender tabulation statement after tender opening from any location using internet access by visiting the website: www.ireps.gov.in instantly after opening of the electronic tender box, by clicking on the icon. Railways do not guarantee opening of the tender on or after the specified date and time due to reasons beyond control of the Railway Administration. Hence the e-Tender can be opened after the specified due date and time also. It will, however, be ensured that no offer is submitted after the specified date and time for the subject e-Tender. Tenderers cannot submit/modify any offer or attach any file to it after the closing date and time as stipulated in the e-Tender Notice. IREPS does not permit any alteration, modification, deletion of any entry or condition offered by the tenderer in the e-Tender, after closure of the electronic tender box.	
8.	Tenderers are advised that while registering themselves on the IREPS website for participation in e-procurement system, to indicate/filling up the same address as furnished by them for getting digital signature from accredited agencies, to avoid any vitiation of information and consequent impairment in their credentials.	
9.	Railway reserves the right to reject/cancel any or all the tenders without assigning any reason thereof.	
10.	Tender Document Cost (TDC) is not refundable under any circumstances whatsoever it may be. However, Tender form will be issued free of cost to all tenderers as per GCC, 2022.	
11.	Documents required for ownership of the tendering Firm:	The Tenderer will have to upload necessary authenticated and proper document in respect of the above, along with Tender Offer; to comply the respective condition of GCC, 2022 to its last amendment in respect of Nature of the firm: Sole proprietorship firm, or, Partnership Firm, or Company registered under Companies Act 1956, or a Society. In this regard, Railway Board letter No. 2013/CE-I/CT/O/33/SI (FTS-
12.	Any information relating to tender may be obtained from the office of the Dy. Chief Electrical Engineer (W), Eastern Railway, Liluah on any working day during office hours, up to the last working day prior to date scheduled for closing of the Tender.	
13.	The successful contractor should start to execute work within 15(fifteen) days; time, after receiving of the "Letter of Acceptance".	
14.	The contractor will have to arrange his own equipment, machines, tools, skilled and unskilled man-power as per requirement.	
15.	The contractor will provide safety shoe & all other items of protection gear to his all workers which are not contracted under the Railway Scope of supply.	
16.	The contractor shall arrange for cleanliness of the shed enclosure and the surroundings, in respect of scrap and garbage generated due to their working.	
17.	Any additional electrical fitting / facility as and if required by the contractor to execute the work, is / are to be arranged/installed by the contractor.	

18	The contractor will have to observe and ensure Pollution Control norms, as and if any, as per extant rules, during execution of work exclusively at their own cost and risk. Railway, by no means, shall be responsible in respect of the above.
19	The work shall be inspected time to time as required and accepted by authorized representative of Competent Railway Authority, whoever may be.
20	Documents testifying previous experience and financial status of tenderer should be produced along with the tender.
21	Tenderer must sign each page of the tender attachments with office seal and uploaded in PDF format.
22	Tenderers are requested to kindly carefully go through the relevant instructions/ conditions/ requirements contained in tender documents/general conditions of contract, as the case may be before submitting the offer. Various conditions/constructions will be taken as read & agreed if not specifically indicated to be disagreed/deviated.
23	It will be responsibility of tenderers downloading the tender documents; and to check time to time for corrigendum to the tender if any and submit their offer accordingly.
24	The quantity shown in the schedule is approximate and liable to be varied depending upon the actual requirement / arising. The same may also be increased/decreased as per provision of GCC, 2022 .
25	Income Tax, TDS on GST, GST and any other tax, as applicable from time to time, will be recovered as per extant instruction on the subject.
26	Tender form will be issued free of Cost, but drawings issued to tenderer will be charged @ 200/- per drawing.
27	If the Tenderer deliberately give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage. The entire EMD with Railway will be forfeited. In addition, action will be taken to suspend the business with the tenderer for a period of one year.
28	All terms and conditions in the tender documents are binding on the tenderers.
29	All documents in support of fulfillment of eligibility criteria, as applicable, should be uploaded along with the tender offer. Tenders without documentary evidence in support of eligibility criteria will be summarily rejected. No post tender communication, in any form will be made or entertained, after opening of tenders. The tenderer shall have no claims in this regard.
30	Manual tenders sent by Post/Courier or in Person are not allowed. Manual offers received shall be ignored.
31	The tenderer shall upload scanned copies of mandatory credentials such as experience, turnover certificates and any other documents as applicable.
32	Rates are inclusive of all taxes, duties, labour, freight, material, insurance etc. No extra payment will be made on this account. Railway may deduct any taxes being levied by the Government from time to time or in force from time to time. Tenderer may consider this aspect while quoting for the work.
33	Tenderer shall upload the documents in PDF format only.
34	For any damage to Railway property caused by the Contractor, whether knowingly or otherwise, Penalty, as deemed fit by railway will be imposed.
35	Care In Submission Of Tenders: a(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. a(ii)Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective states its State Goods and Services Tax Act, 2017(SGST)also, as notified by Central/ State Govt. As amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with the other details required under CGST/IGST/UTGST/SGST Actto railway immediately after the award of contract, without which no payment will be releasedto the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. a(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/ their bills under revised charge mechanism (RCM)and deposit the same to the concerned tax authority.

36	The following documents form part of Tender / Contract : (a) Tender Document (b) Scope of work (enclosed)(c)Standard General Conditions of Contract, July 2022 (enclosed) and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, (d) Schedule of Rates as amended/ corrected upto latest Correction Slips, (e) All general and detailed drawings pertaining to this work which will be issued by the Competent Authority of Railway (from time to time) with all changes and
37	The works are required to be completed within the specified period in NIT HEADER from the date of issue of acceptance letter.
38	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
39	Execution Of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Competent Authority of Railway for carrying out the work.
40	Inspection of site before tendering: The Tenderers are advised in their own interest, at their own cost and risk, to visit/examine all the sites of works and surroundings, availability of working space and its constraints, availability of all materials and labour including water for the work before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers.
41	It is responsibility of the tenderer that they ensure to see any corrigendum of the tender to check the corrigendum on the website from time to time.
43	The tenderer should observe the norms of Employees Provident Fund & Miscellaneous Provision Act, 1952, Employees Pension Scheme, 1995 and Employees Deposit Linked Insurance Scheme, 1976 to Railway Contracts in terms of Railway Board letter No. 2012/CE-I/CT/O/22 dt. 14.12.2012.
44	Price Variation Clause (PVC) shall be applicable in terms of Sl. 46A of GCC, 2022 and Railway Board letter No. 2007/CE-I/CT/18/Pt.19(FTS-8798) dt. 15.10.2014.
45	If the Contractor fails to complete the work within the time as specified in the contract except the reason specified at Sl. 17 & 17A of GCC, 2020, Railway will deal the matter in terms of Sl. 17-B of GCC, 2022.
46	Variation in contract quantities will be dealt in terms of Sl. 42(1) - 42(4) of GCC, 2022 and its modification vide Railway Board Letter No. 2007/CE.I/CT/18 Pt.XII dated 31.12.2010.
48	The Contractor shall clear the garbage, debris, left over material from site time to time before payment of on-account bills.
49	Termination of Contract effect of non-performance by the contractor within the validity. If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion / extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours notices in terms of Railway Boards letter No. 99/CE-1/CT/28(PT) dated 17.05.2004. It may be noted that for non-fulfillment of the contract the railways reserves the right to claim the damages under clause 62 of GCC, 2022 in addition to any other rights available to it under law.
50	Tender containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
51	STORAGE OF INFLAMMABLE ARTICLES: No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.
52	E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.
53	The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 2 above as well as Schedule of Tender, General and Special Conditions.
54	The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion at least 10 days before the due date of closing of the tender as corrigendum.

55	This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Tender schedules, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as Tender Document & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
56	The Railway and IREPS will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
57	In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
58	Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mis-manipulation or any reasons related with the IT or found unsuitable for the tender etc. In this regard Railway and IREPS website will not entertain any claim or refund the paid amount.
59	Conditional offers will not be considered. Conditional offers will be summarily rejected and no correspondence regarding this will be entertained.
60	At the time of submission of bid, if you have any special condition then upload in scanned PDF copy. The Original special condition should be submitted to this office before closing date and time of the tender. However, railway, on sole discretion, may or may not accept the special condition(s), if any, submitted the Tenderer.