

Eastern Railway
Office of the Senior Divisional Electrical Engineer (General)
DRM office/Eastern Railway, Malda -732102.
E-tender no: EL-MLDT-E-Tender-442

Other Special Conditions:

Name of work : (I) Enhancement & Upgradation of existing infrastructure & maintenance facilities at Sahibganj DEMU shed.

(II) Electrical work in c/w "Construction of underground water tank of 20000 gallon Cap at DEMU shed, Sahibganj."

(III) Electrical work in c/w "Provision of Brake van siding & Engine escape at Sakrigali station."

GENERAL INSTRUCTIONS TO TENDERERS FOR E-Tenders:

- 1.0 **ELIGIBILITY CRITERIA:** (I) Valid Electrical contractor license as per IE rules 1956, Clause 45.
(II) Valid Electrical Supervisor's license.

Non-Submission of above documents shall lead to summary rejection of bid.

Standard Technical Eligibility Criteria (For Tender Value above Rs.50 Lakhs):

2.0 **Eligibility Criteria:**

2.1 **Technical Eligibility Criteria:**

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

2.2. **Financial Eligibility Criteria (For Tender Value above Rs.50 Lakhs):**

For all other bidders the tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers 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.

2.3 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 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) **The tenderers has to submit/upload duly filled up “Document verification certificate”** stating that all their statements/documents submitted along with bid are true and factual. Standard format of the **Document verification certificate** to be submitted by the bidder is available in home page view document & it is downloadable. Non submission of **Document verification 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.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money besides banning of business for a period of up to two years.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), 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 up to two years.

3.0 Following systems should be followed by Contractor as well as Railway Representative during supply of materials & execution of works:-

- a) For any contractual work, site register/daily progress register signed by the Rly. representative and contractor representative jointly, should be maintained at site.
- b) A record to be made in respect of materials to be released or dismantled, jointly signed by the concerned SSE(E) and contractor representative/contractor before starting execution of work.
- c) Material passing register / Inspection certificate signed by the competent authority is to be maintained properly at site itself.
- d) Location-wise asset register / Installation register should be maintained.

All materials supplied against works contract should be taken into account in departmental/works ledger only after it is passed during inspection by appropriate inspecting authority & ensure receipt of material accompanying with I/C.

4.0 Inspection of Materials :-

All the stores materials must be inspected by consignee/RITES as decided by competent authority, based on test certificate issued by OEM & necessary certificate must be issued. Based on this certificate materials will be accepted. The supervisor in charge of the work will regularly inspect the work at suitable intervals. Measurement will be recorded as early as possible & site register will be maintained by supervision in-charge. Finally, it will be inspected by the representative of Sr.DEE (G)/MLDT on completion of the above work in all respect and certified accordingly. The consignee inspection of items will be done in railway premises. All the cost for inspection will be borne by the contractor only.

- 5.0 A 'Steel board' of size not less than 1 m x 1m should be displayed with the following Information at the project site for better appreciation of the project.
- Name of the organization/Railway.
- (i) Name of project,
 - (ii) Approx. cost of project.
 - (iii) Expected date of completion.
 - (iv) Name& address of contractor.
 - (v) Address of the Engineer-in-charge.

Special conditions of Contract (General)

- 1.0 Security deposit shall be returned to the contractor after successful completion of contract period in case of hiring of DG sets, vehicle, lorry etc./ preventive or Breakdown maintenance contract of RMPU, Inverter of AC coach/Manning of AC coaches/RBC of non-AC coach as certified by the competent authority. **In all other cases security deposit shall be returned to the contractor after successful completion of guarantee/warranty period from the date of completion of the work as certified by the competent authority.** The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority of the rank lower than JA Grade, then a JA Grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the security deposit, an unconditional and unequivocal 'no claim certificate' from the contractor concerned should be obtained. The Security Deposit, however, shall be released only after the expiry of guarantee period as the case may be and after passing the final bill based on "NO CLAIM CERTIFICATE".
- 1.2 In partial modification to the above instructions, it has now been decided that:-
- a. No interest will be payable on the earnest money and the security deposit or amount payable to the contractor under the contract.
 - b. After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him if he so desires , in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
 - c. In case of contracts of value Rs. 50 crores and above, irrevocable bank guarantee can also be accepted as a mode of obtaining Security Deposit.

In case of LED light proportionate percentage of "Security Deposit" based on the cost of LED luminaries is to be withheld for a period of 5 years. Warranty certificate of LED

luminaries to be submitted by the contractor at the time of supply of material. (Ref: PCEE/KKK's Letter No. EL/197/LED/SCP dt.13.10.2020).

- 2.0 RECOVERY OF INCOME TAX
- 2.1 INCOME TAX @1% will be deducted from the contractor's bill/bills as per I/Tax Act.-1961 as amended up to date when the firm is of a proprietary nature. In all other cases Income Tax will be deducted @ 2%.
- 2.1.1 **TDS on GST will be applicable as per extant rule.**
- 2.2.1 SUBMISSION OF GST REGISTRATION CERTIFICATE:
Contractor has to be registered their firm under GSTIN & submit valid GSTIN code as per latest amendments of extant rules.
- 2.2.2 GOODS & SERVICE TAX (GST) Goods & Service Tax (GST) shall be applicable as per extant Rule along with amendment time to time.
- 2.2.3 Contractor should submit a GST/tax invoice along with bill mentioning the proper HSN/SAC code duly stamped & signed by authorized signatory.
- 3.0 Work Inspection:- Concerned depot In-charge/Supervisor of the respective installation will inspect the work in different stage during execution of the above work by the contractor. The site for the above work will be shown by Sr. Section Engineer (Elect.) and finally inspect on completion of the above work in all respect and certified accordingly.
- 3.1 An indemnity bond on non-judicial stamp paper of Rs. 100.00 duly signed by contractor to be submitted to the Railway authorities against the materials/Railway property handed over to the contractor for proper security & safeguard of the Railway materials.
- 4.0 **PAYMENT:** Subject to any deductions or recoveries which the Sr. Divl. Elect. Engineer (G), Malda may be entitled to make under the contract or any other contract, the contractor shall unless otherwise agreed to be entitled to get the following payment.

(I) On Account Payment

- I). 90% payment will be paid after completion of work as mentioned in the schedule.
 - II. a.) 60% payment shall be made after supply of materials only in case the schedule item describes supply with fixing/installation/connection/commissioning etc.
 - II. b.) 30% payment shall be made after completion of particular schedule i.e., fixing/installation/connection/commissioning etc. work for which 60% payment has been made earlier.
- On Account payment will be made after supply/fixing of materials in good condition at site duly certified by the concerned SSE(Elect.)/G and as recorded in the measurement book. Materials must be inspected by the concerned Sr.SE (Elect.)/G & inspection certificate along with challan (in original to be submitted to this office) must be attached during payment.

(II) Final Payment of balance 10% for all schedule items:

Final payment of balance 10% for all schedule items shall be paid after completion of all the work and on retention of Security deposit as per LOA, subject to submission of "NO CLAIM" certificate in favor of Eastern Railway issued by the contractor.

- i). When the work is tendered by a firm or a private limited Company the names of the numbers of the firm or all the partners of the private Ltd. Company must be mentioned in the tender and the tender shall be signed by each of them individually. Payment of bills will be made either by all such partners signing the bills or all such partner authorizing a particular representative for the purpose.

- ii) The final acceptance of tender shall rest with the Sr. Divl. Elect. Engineer (Genl.)/E.Rly /MLDT who reserved the right to accept or therefore and does not bind himself to accept or reject any tender or part thereof without assigning any reasons therefore and does not bind himself to accept the lowest tender.
- 5.0 Payment through Letter of Credit (LC) as option in Supply/ Works Contract.
Special condition of Letter of Credit as Mode of payment in Works Tender or Service Tender as per RB's Letter No.- No.2018/CE-I/CT/9, New Delhi, Dated 04.06.2018 (Annexure 'B' attached).
- 6.0 **Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor. As per "Annexure-C" available in view document "HOME" page & is downloadable.**
- 7.0 **General Conditions of contract** – 1969 & 2022 editions or latest with all up to date correction slips will be binding up on the contractor and the work should be carried out in accordance with as per instruction of site In-charge.

Sr. Division Electrical Engineer (G)
Eastern Railway, Malda