

PREAMBLE

Tender Paper No.B/TRD/29/2026-27/OT/14

1. SCOPE OF WORKS:

Implementation of cyber security as per latest guidelines in existing SCADA systems of SBC Division- upgradation of M/s Vbro make RTUs

The SCADA system of Indian Railways has been declared as Critical Information Infrastructure (CII) as per the directives of National Security Council Secretariat (NSCS), Government of India. In SBC division, the SCADA systems are under RDSO specification TI/SPC/RCC/SCADA/0130 (Rev-2) and RDSO Specification No.TI/SPC/RCC/SCADA/0133(BAW-HAS section). In November 09,2023 RDSO had introduced specification No.TI/SPC/RCC/SCADA/0134 incorporating the Cyber Security features to address the Cyber Security vulnerabilities present in the SCADA system. Further, the RDSO instruction No.TI/IN/0048 issued on April,2024 details the implementation of cyber security in the existing SCADA systems. The RDSO letter No. RDSO-TIOLKO(PSI)/11/2021-O/oPED/TI/RDSO dt:19-04-2024 has advised for upgrading the existing SCADA system to include the necessary cyber security features.

The RTUs in BAW-HAS section are of M/s Vbro make in RDSO specification TI/SPC/RCC/SCADA/0133. The work includes firmware upgradation and implementation of all the latest features of RDSO Specifications TI/SPC/RCC/SCADA/0134 in the RTU, such full Cyber Security upgrade of the existing system. The upgraded RTUs of the BAW-HAS section are proposed to be integrated with the upgraded SCADA servers of the existing SDVL-BSN and YNK-KQZ sections. The work includes all necessary technical support, engineering inputs, interface details, software documentation, testing assistance, and other documentary support required for successful integration. The above assistance shall be provided to the agency executing the integration works without any additional cost.

Estimated cost of the tendered work, in totality is ₹45,00,000/-

- (i) The work proposed to be awarded is inclusive of supply of all the materials (Except Catenary Wire, Contact Wire which will be supplied by Railway required for execution of this work. It is to note that Catenary wire in lieu of bridle wire in case of Tramway OHE is to be supplied by the tenderer).

This tender complies with Public Procurement Policy Order 2017 dated 15.06.2017.

- (a) Local Content: The minimum local content shall be 50%.
- (b) Margin of Purchaser Preference: The Margin of Purchaser Preference shall be 20%.

- (i) Rates adopted in this tender are of Non-SOR for Schedule 1.

2. FOREIGN EXCHANGE:

No foreign exchange and/or import license will be released/ provided to the Contractor in connection with this contract.

3. Bid security:

The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

For the present tender bid security to be submitted by participating tenderer's is Rs. 90,000/-

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (iv) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (v) If his tender is accepted, this Bid Security will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (vi) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90 days beyond the bid validity period.

(2) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification Name of the Tender and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- vii. The envelope shall be addressed to Sr. Divisional Electrical Engineer, Traction distribution, Bengaluru division, DRM office, Ground floor, Near city railway station Bengaluru- 560023
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Subject to exemptions provided the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

4. SECURITY DEPOSIT (For details see Part-I, Chapter-II, at para 1.2.17)

5.1 Cares 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, 2022 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 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.
 - (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.
 - (a)(iv) Incase 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.
 - (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.
 - (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.
- 5.2 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 the certificate is available on IREPS website. In addition to Annexure-V, 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 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.

5.3 DEVIATIONS:

All the tenderers may please note that the offers seeking modified terms and conditions by way of deviations mentioned under either Memorandum or Deviation schedule for instance, higher mobilisation advance, or any modification in respect of mobilisation advance, on account/ progress payment, recovery rate, insurance warranty, extension in completion period, facilities to be provided by the Purchaser or any reimbursement of taxes etc. are liable to be rejected without assigning any reason thereto and the decision of the Railway Administration in this regard will be binding on all the tenderers. It should be specifically noted that the prices shall be FIRM inclusive of all taxes and duties.

6. SUPPLY OF MATERIALS BY THE PURCHASER:

All materials required for completion of the work shall be supplied by contractor except the materials mentioned in Annexure-4 /Annexure-4A (As applicable) of the tender papers, will be supplied by Railways.

7. BOOSTER TRANSFORMERS

-DELETED-

8. DESIGN SPEED

The traction overhead equipment for main line is made suitable for maximum speed of 130 km/h.

{Refer Para 2.1.10(b) of Part-II Chapter-I, (Section-2)}

9. TYPE OF OHE TO BE PROVIDED: Not Applicable

- (i) Regulated conventional all copper OHE with 65 sqmm Cadmium-Copper Catenary and 107 sqmm grooved HDGC Contact wire.
- (ii) Regulated Tramway OHE with 107 sq.mm grooved HDGC drawn out of continuous cast copper contact wire as per latest RDSO specification No. ETI/OHE76 (6/97) with A&C correction slip No. 1 of 7/97 and in lieu of 65 sq.mm cadmium copper catenary the conventional 20 sq.mm – 7/2.10 mm bridle wire with an encumbrance of 0.90m as per latest specification is proposed where ever tramway OHE is to be equipped.

10.1 PERIOD OF COMPLETION

The entire work including commissioning shall be completed within 06 months from the date of issue of letter of acceptance (LOA) to the tenderer.

10.2 VALIDITY OF OFFER: -

60 days in case of SINGLE PACKET SYSTEM and 90 days in case of TWO (2) PACKET SYSTEM from the date fixed for closing of the bid (As per GCC of works 2022 April)

11. TENDER BID

This is a 'SINGLE packet e-tendering. The Tender bid shall be uploaded on IREPS site (www.ireps.gov.in). The details can be seen from the Tender Notice on the IREPS website.

12. ELIGIBILITY CRITERIA: Not applicable for works below 50 Lakhs.

12.1 Technical Eligibility Criteria:

The tenderer must have successfully completed or substantially completed during last 07 (Seven) years, ending last day of month previous to the one in which tender is invited:

A.

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Note:- Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

B. Definition of SIMILAR Work:- NIL

12.2 Financial Eligibility Criteria: Applicable for tenders costing above 50 lac

The Tenderer shall be eligible only if he fulfils the following Standard Financial Eligibility Criteria FOR WORKS COSTING ABOVE Rs.50.00 LAKHS:

The tenderer must have minimum average annual contractual turnover of V/N or V "whichever is lesser"; 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 the audited balance sheet

NOTE:

- (i) Tenderer may note that CA Certificate alone without copies of audited Balance Sheet/Income Tax Returns will not be considered for evaluation.
- (ii) For Works costing less than Rs.50.00 lakhs, tenderer should be financially sound and capable of carrying out such works. The tenderer should submit supporting documents for financial capacity, capability, past performance, works done and works on hand details along with the tender. No post tender correspondence shall be entertained to submit fresh details.

12.3 Bid Capacity: Bid Capacity shall be governed in terms of clause 10.3 IRS GCC 2022. The tender /Technical Bid will be evaluated based on Bid capacity formula details as Annexure-iv of IRS GCC 2022. The Bid capacity is applicable for works costing more than Rs 20/- Cr and Details regarding Bid capacity shall be submitted along with the tender in Form 12 D duly verified and certified by chartered accountant.

13. Tenderer's Credentials: -

13(a) Documents testifying tenderer previous experience and financial status should be produced along with the tender.

- i) Any individual or individuals signing the Tender or other documents connected there with should specify whether he is signing
 - a. As a sole proprietor of the concern or his attorney or
 - b. As a partner or partners of the firm or,
 - c. As a Director or Manager in the case of a limited Company

- d. For a Registered Society & Registered Trust
 - e. For a Hindu Undivided Family (HUF)
 - f. For a LLP Firm
 - g. For a Joint venture
- ii) 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.
 - iii) 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.
 - iv) 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.
 - 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 thereunder.
 - vi) 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 Deposit besides banning of business.
- 13(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 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.
- 13 (c)-List of works completed in the last five qualifying financial years (as the case may be/as applicable) giving description of work, organization for whom executed, value of contract at the time of award, date of award, date of scheduled completion of work, date of actual start, actual completion, total payment received and final value of contract should also be given in respective FORM 12A sheet-2 and FORM 12D.
- 13 (d)-Work load:- The tenderers shall furnish the list of works on hand indicating description of work, contract value, value of balance work yet to be done, date of award and date of scheduled completion of work in respective FORM 12A sheet-2. Besides, they shall also advise the details of unfinalized tenders (with cost and completion period) in which they have quoted.
- Note: (i) Supportive documents/certificates from the organization with whom they worked/ are working should also be enclosed.
- (ii) Certificate from private individuals for whom such works are executed / being executed shall not be accepted.
- (iii) Tenderer shall submit all the documents in support of minimum eligibility criteria/credential along with the Tender. No documents in support of minimum eligibility criteria/credentials will be accepted/ entertained after opening of the tender.
- 13(e) -Engineering Organization: - The tenderers should have adequate engineering organizations required for the execution of the work. List of Personnel Organization available on hand and proposed to be engaged for the tendered work shall be furnished in forms as mentioned in respective FORM 12A sheet-3.

- 13(f)- Construction machinery: - The tenderers should have all the construction machinery, tools & plants, vehicles etc., required for the satisfactory execution of tendered work. List of plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the tendered work in as mentioned in respective FORM 12A sheet-4.
14. Participation of Joint Venture (JV) Firms in Works tender: Not applicable for this tender
- Joint Venture shall be considered only for tenders where advertised estimated cost of the work is more than Rs. 10 Crores (Rupees Ten Crores) only
15. Participation of Partnership Firms in works tenders:
- 15.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 15.2 The partnership Firm should submit the documents as applicable and as stated in tender document without fail.
- 15.3 Partnership firms are eligible to quote tenders of any value.
- 15.4 The partnership firm should have been in existence or should have been formed prior to submission of tender.
- 15.5 Partnership firm should have been registered with the Competent Registrar of the Firms as per Indian Partnership Act prior to date of tender opening.
- 15.6 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / GSTIN number in its own name and PAN / GSTIN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 15.7 Once the tender has been submitted, the constitution of the firm shall not 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.
- 15.8 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 it shall be treated as resiling from the offer and BID SECURITY shall be forfeited.
- 15.9 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.
- 15.10 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.

- 15.11 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.
- 15.12 The tender form shall be submitted only in the name of partnership firm. The BID SECURITY shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The BID SECURITY submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 15.13 Any of the partners of the firm or any other person shall be designated as the authorized person 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" executed by all the partners of the partnership firm in favour of such authorized person, duly stamped and authenticated by a Notary Public or by Magistrate, to do all such acts, deeds and things necessary in connection with or incidental to submission of tender including digital signature of the tenderer and submit the tender in the name of the tenderer and all documents specified in the Tender Document, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to and providing information / responses to Railway, representing all partners in all matters before the Railway and generally dealing with the Railway in all matters in connection with 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 and create liability against the partnership firm.
- 15.14 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.
- 15.15 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/Agent/Representative.
- 15.16 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.

- (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.

15.17 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 the 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 determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 12 of the Tender Form (Second Sheet) of GCC.
- (v) In case of a Partnership Firm which submits tender claiming their credentials /experience of their partner as a partner / member of another Partnership Firm /Joint Venture, following document shall be submitted along with the tender without fail:-
 - a) The copies of those Partnership/Joint Venture(s) Deeds covering the period from the date of commencement to the date of completion of the work for which credential / experience certificate is submitted, as the case may be, mentioning the share of that partner/firm should be submitted along with tender.

AND

- b) The copies of the relevant experience certificate issued by the Client.
- (vi) An undertaking by all partners of the partnership firm and their authorized agent / representative that they are not blacklisted or debarred by Railways or any other Ministry/department of the Government of India/Any State Government 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.

15.18 The share of equity of partners should be clearly mentioned in the partnership deed along with share of profit and loss.

15.19 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.

15.20 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 12 above by the partnership firm.

15.20.1 Technical Eligibility Criteria:

a) The partnership firm shall satisfy the full requirement of the criteria in its own name and style.

OR

b) Any one of the partners of the firm, having minimum share of 50% in the partnership firm shall satisfy the full requirement of the criteria.

Note: Value of completed work done by a partner of the partnership firm in his / their earlier capacity as individual / partnership firm / JV etc. shall be reckoned only to the extent of the concerned partner's share in that firm / JV.

15.20.2 Financial Eligibility Criteria:

The Partnership Firm in its own name and style as brought out in clause no 12.2 of preamble

OR

The arithmetic sum of the contractual payments received by all the partners of the partnership firm shall satisfy the full requirements of the criteria.

Note: The contractual payments received by a partner of the partnership firm in his / their earlier capacity as individual / partnership firm / JV etc. shall be reckoned only to the extent of the concerned partner's share in that firm / JV.

The tenderers shall submit Certificates to this effect in the prescribed Form 12 A sheet 5 which may be an attested Certificate from Chartered Accountant / concerned department / client and Audited Balance Sheet duly certified by the Chartered Accountant etc.

15.20.3 Bid capacity:

(a) A Partnership firm fulfilling the technical eligibility criteria by its own name and style as mentioned in Clause 12.3 of preamble duly verified & certified by chartered accountant in its own name and style.

OR

(b) The arithmetical sum of individual bid capacity of all partners individually or the bid capacity of the partnership firm whichever is higher shall be taken as Partnership Firm's bid capacity.

16 Participation of Individual/Proprietary Concern/ Firm:

16.1 In case of Proprietary Concern/ Firm, an affidavit on a stamp paper of appropriate value declaring that his/her Concern/ Firm is a Proprietary Concern/Firm and he/she is the sole proprietor of the Concern/Firm, or a certificate issued by Chartered Accountant / Registrar of Firms stating that his / her Concern / Firm is sole Proprietary Concern / Firm or any other document to establish that his / her Concern/ Firm is sole proprietary Concern/ Firm shall be submitted along with tender.

16.2 In case, an Individual/ Proprietary firm or Concern which submits the tender, claiming the credentials /experience as a partner /member of another Partnership firm (s)/Joint Venture (s), the following documents shall be submitted along with the tender without fail:

a) Copies of those Partnership(s) /Joint Venture(s) Deeds, as the case may be, covering the period from the date of commencement to the date of completion of the work for which credential / experience certificate is submitted, mentioning the share of the said member in the Partnership Firm/Joint Venture etc.

AND

b) The copies of the experience certificate(s) issued by the Client.

16.3 In case, an Individual/ Proprietary firm or Concern which submits the tender, claiming the credentials /experience of his/her own Proprietary firm(s) or Concern(s), copies of experience certificates issued to that Proprietary firm(s) or Concern(s) whose credentials /experience is claimed shall be submitted along with the documentary proof as mentioned in Clause 27.1 above, without fail.

The tender should be digitally signed by individual / proprietor of the firm and tender submitted in the name of his / her proprietary firm / concern / individual.

If these documents are not submitted along with tender, then the credentials / experience as claimed by that tenderer shall not be considered.

16.4 Evaluation of eligibility of an Individual/Proprietary Concern/ Firm:

16.4.1 Technical Eligibility Criteria: The technical eligibility for the work as per Clause 12.1 of preamble shall be satisfied by the tenderer.

Note: Value of completed work done by a tenderer in earlier capacity as individual /Partnership Firm/JV etc. shall be reckoned only to the extent of the concerned partner's share in that Firm/JV etc.

16.4.2 Financial Eligibility Criteria: The Financial eligibility for the work as per Clause 12.2 of preamble shall be satisfied by the tenderer.

Note: The contractual payments received by a tenderer in earlier capacity as individual /partnership firm /JV etc. shall be reckoned only to the extent of the concerned partner's share in that Firm/JV etc.

16.4.3 Bid Capacity: The tenderer shall satisfy the requirement of "Bid Capacity" requirement mentioned at Clause 12.3 of preamble duly certified by Chartered Accountant in the name and style of Proprietary Concern / Proprietor / Individual Tenderer.

17 Participation of Company:

17.1 In case tenderer is a Company, the following documents shall be submitted:

(i) Copy of Memorandum of Association and Articles of Association of the Company.

(ii) Copy of incorporation certificate of the Company.

(iii) Copy of certificate issued by Registrar of Companies in regard of change of name, if any.

(iv) If the Company wants to act through one of the Directors or any authorized official of the Company, Power of Attorney backed by a copy of the resolution of Board of Directors authorizing him to do so shall be submitted.

If the tenderer wants to act through an agent / representative / individual, or any other individual, the tenderer should submit along with tender, a copy of power of attorney (backed by the resolution of Board of Directors) duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person authorizing him to do all such acts, deeds and things necessary in connection with

or incidental to submission of tender including digitally sign and submit the tender in the name of the tenderer and all documents specified in the Tender Document, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to and providing information / responses to Railway, representing Company in all matters before the Railway and generally dealing with the Railway in all matters in connection with 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 and create liability against the Company.

In both the above circumstances, the board resolution shall clearly mention the name of the Managing Director or whole time Director who shall execute the PoA on behalf of the Company.

- (v) Copy of complete documents establishing the Merger/De-Merger / conversion / Taking over / acquisition / Sale etc. with a company / Partnership Firm / Proprietor etc. together with the documents establishing the transfer of assets / liabilities / credentials to the transferee company from the transferor company if applicable.
 - (vi) In case, the Company which submits tender, claims the credentials/experience as a partner of Partnership Firm(s) / Member of Joint Venture (s), following documents shall be submitted along with the tender without fail:
 - (a) The copies of those Partnership / Joint Venture (s) Deeds mentioning the share of the company in that Partnership Firm / JV, as the case may be, covering the period from the date of commencement to the date of completion of the work for which credential / experience is claimed, should be submitted along with tender.
- AND
- (b) The copies of the experience certificate(s) issued by the Client.

If these documents are not submitted along with tender, then the credentials / experience as claimed by the tenderer shall not be considered.

17.2. Evaluation of eligibility of Company in Works Tender:

17.2.1. Technical Eligibility Criteria: The technical eligibility for the work as per Clause 12.1 of preamble shall be satisfied by the tenderer in their own name and style.

Note: Value of completed work done by a company in earlier capacity as partner of partnership firm / member of JV will be reckoned only to the extent of their share in the Partnership Firm / JV.

17.2.2. Financial Eligibility Criteria: The Financial eligibility for the work as per Clause 12.2 of preamble shall be satisfied by the tenderer in their own name and style.

Note: Value of completed work done by a tenderer in earlier capacity will be reckoned only to the extent of their share in the Firm / JV.

17.2.3. Bid Capacity: The tenderer shall satisfy the requirement of "Bid Capacity" requirement mentioned at Clause 12.3 of preamble duly verified & certified by chartered accountant in the name and style of the Company.

18. Participation of LLP Firm registered under LLP Act-2008:

18.1 In case tenderer is a LLP Firm registered under LLP Act-2008, the following documents shall be submitted:

- (i) copy of LLP Agreement,
- (ii) copy of Certificate of Incorporation;
- (iii) If the LLP Firm wants to act through an agent or individual partner(s), should submit along with tender, a copy of power of attorney signed by all partners of the LLP duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person authorizing him to do all such acts, deeds and things necessary in connection with or incidental to submission of tender including digitally sign and submit the tender on behalf of the LLP and all documents specified in the Tender Document, including undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to and providing information / responses to Railway, representing all partners in all matters before the Railway and generally dealing with the Railway in all matters in connection with 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 LLP Firm and sign "No Claim Certificate" and refer all or any disputes to arbitration and create liability against the LLP Firm.

If these documents are not submitted along with tender, then the credentials / experience as claimed by the tenderer shall not be considered.

18.2 Evaluation of eligibility of LLP Firm registered under LLP Act-2008:

29.2.1 Technical Eligibility Criteria: The technical eligibility for the work as per Clause 12.1 of preamble shall be satisfied by the tenderer in its own name and style.

Note: Value of completed work done by a tenderer in earlier capacity as Partnership Firm/JV etc. shall be reckoned only to the extent of the concerned Partner's share in that Firm/JV etc

29.2.2 Financial Eligibility Criteria: The Financial eligibility for the work as per Clause 12.2 of preamble shall be satisfied by the tenderer in its own name and style.

Note: Value of completed work done by a tenderer in earlier capacity as Partnership Firm/JV etc. shall be reckoned only to the extent of the concerned Partner's share in that Firm/JV etc

29.2.3 Bid Capacity: The tenderer shall satisfy the requirement of "Bid Capacity" requirement mentioned at Clause 12.3 of preamble duly verified & certified by the chartered accountant in its own name and style.

19 Participation of Hindu Undivided Family (HUF):

19.1 In case the Tenderer is HUF, the following documents shall be submitted along with the tender:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other members of HUF to act on behalf of HUF.
- (ii) If the HUF wants to act through one of the members of the HUF, then PoA in favour of such member of HUF, should be submitted along with tender. A copy of power of attorney signed by KARTA of HUF duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person authorizing him to do all such acts, deeds and things necessary in connection with or incidental to submission of tender including digitally sign and submit the tender and all documents specified in the Tender Document, including undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to and providing information / responses to Railway, representing all members in all matters before the Railway and generally dealing with the Railway in

all matters in connection with 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 HUF and sign "No Claim Certificate" and refer all or any disputes to arbitration and create liability against the HUF.

If these documents are not submitted along with tender, then the credentials / experience as claimed by the tenderer shall not be considered.

19.2 Evaluation of eligibility of HUF:

19.2.1 Technical Eligibility Criteria: The technical eligibility for the work as per Clause 12.1 of preamble shall be satisfied by the tenderer in its own name and style.

19.2.2 Financial Eligibility Criteria: The Financial eligibility for the work as per Clause 12.2 of preamble shall be satisfied by the tenderer in its own name and style.

19.2.3 Bid Capacity: The tenderer shall satisfy the requirement of "Bid Capacity" requirement mentioned at Clause 12.3 of preamble duly verified & certified by the chartered accountant in its own name and style.

20 Participation of Registered Society & Registered Trust:

20.1 In case the Tenderer is a Registered Society & Registered Trust, the following documents shall be submitted:

- (i) copy of the Certificate of Registration,
- (ii) Deed of Formation;
- (iii) Copy of working rule of the society.
- (iv) Copy of registration for change in the constituents of the entity
- (v) Copy of PoA to member of the society / trust.

If these documents are not submitted along with tender, then the credentials / experience as claimed by the tenderer shall not be considered.

20.2 Evaluation of eligibility of Registered Society & Registered Trust:

20.2.1 Technical Eligibility Criteria: The technical eligibility for the work as per Clause 12.1 shall be satisfied by the tenderer in its own name and style.

20.2.2 Financial Eligibility Criteria: The Financial eligibility for the work as per 12.2 shall be satisfied by the tenderer in its own name and style.

20.2.3 Bid Capacity: The tenderer shall satisfy the requirement of "Bid Capacity" requirement mentioned at Clause 12.3 duly verified & certified by the chartered accountant in its own name and style.

21 i) An offer shall become invalid if:

- (a) If the requisite Tender Document Cost and BID SECURITY is not paid online
- (b) If the offer is not submitted In the name of tenderer.
- (c) If the offer is not digitally signed by the tenderer / by the Attorney / by the person authorised by the tenderer to sign and submit the tender on his / their behalf.
- (d) If any Individual / Proprietor / Partnership Firm / Limited Company / JV Firm / HUF / Society uploads more than one offer either in his / their individual capacity or as a Proprietor or as a Partner / Member of Partnership Firm / JV Firm / HUF / Society or as a Director of any Limited Company etc.

(ii) An offer shall become incomplete and will get summarily rejected / if the following are not submitted:

- (a) Documents as applicable in case of Proprietary Concern / Partnership Firm / JV Firm / Limited Company / HUF / Society, etc.
- (b) Notarized Affidavit in standard format as mentioned on IREPS website.
- (c) Any other document required for evaluation of the bid.
- (d) FORM 12 D (Bid Capacity) in case if the tender value is more than Rs. 20 Cr and Form 12 A sheet 5 duly verified and certified by Chartered Accountant towards bid capacity requirement (If applicable).

(iii) An offer shall become ineligible if:

- (a) The tenderer adds any condition on his / their own (anywhere in the e-offer), which is in violation of the Railway's Tender Conditions.
- (iii) An offer shall become ineligible for award of the tendered work if the tenderer does not fulfil the Eligibility Conditions i.e. Standard Financial Eligibility Criteria, Standard Technical Eligibility Criteria & Bid Capacity. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

Note: 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.

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.

22. PREBID MEETING: - Deleted -

23. LAST DATE FOR SUBMISSION OF TENDERS AND DATE OF OPENING OF TENDERS:

Tender is invited on e-tendering portal of CRIS. Tender offers shall be submitted on www.ireps.gov.in. All the details are available on the website. Tender submitted in any other mode other than through www.ireps.gov.in shall be summarily rejected.

24. ADDRESSES:

The list of addresses, to which correspondence and documents relating to the contract should be sent, is as under: -

- (i) For all policy, Contractual and Commercial matters: -

The Sr.Divisional Electrical Engineer, Traction distribution
DRM office, Ground floor, Near city railway station
Bengaluru- 560023

or his successor/nominee (whose address will be intimated in due course)

- (ii) For Security Deposit:

The Sr.Divisional Finance Manager,
DRM office, Second floor, Near city railway station
Bengaluru- 560023

or his successor/nominee (whose address will be intimated in due course)

- (iii) For matters relating to particular design working drawing:-

The Sr.Divisional Electrical Engineer, Traction distribution
DRM office, Ground floor, Near city railway station
Bengaluru- 560023

or his successor/nominee (whose address will be intimated in due course)

- (iv) For matters relating to basic design and drawings for fittings, components equipments and prototype tests:-

The Director General (TI)
Research Designs & Standard Organisation,
Manak Nagar, Lucknow 226011.

- (vi) Matters relating to progressing of field work, scheduling of quantities and submission of bills.

The Sr.Divisional Electrical Engineer, Traction distribution
DRM office, Ground floor, Near city railway station Bengaluru- 560023

25 . QUANTITIES APPROXIMATE

Quantities given in various Schedule in FORM-5 under column quantity are only the approximate quantities of various items of the work.

25 (a) (i) Standard Schedule of Rates (For OHE Works): Deleted

(ii) Rates of Non SOR: Deleted

The tenderers are advised to quote percentage below/at par/above individual rates against each item on IREPS.

25 (b) (i) Standard Schedule of Rates (for TSS Works): -Deleted-

(ii) RATES OF NON SOR ITEMS (FOR TSS Works) -Deleted-

25 (c) RATES OF NON SOR ITEMS (FOR SCADA Works) -Schedule-1

25 (d) RATES OF NON SOR ITEMS (For Electrical General work portion) -Deleted-

26. INDIAN RAILWAYS STANDARD GENERAL CONDITIONS OF CONTRACT:

Indian Railway's Standard General Conditions of Contract' (Herein after referred as GCC) pertaining to works contract issued in April 2022 issued by Railway Board and as amended for advance correction slips issued upto date, shall be considered as forming part of this Tender Document.

If any clause(s) of the GCC is/are at variance with any of the specific clause(s) included in this agreement, the latter shall supersede the former only in respect of those clause(s) of this tender, which is/are at variance with GCC. GCC may be obtained by the tenderer/contractor on payment from any Divisional Railway Manager's office of concerned Railway

27. COST OF TENDER DOCUMENT:

It will be governed by latest details available in IREPS website www.ireps.gov.in

28 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) of 5% of the LOA value 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.

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 Deposit and other dues payable against that contract. In case a tenderer has not submitted Bid security Deposit 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.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) of GCC April 2022, along with correction slips, in any of the following forms

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII

Note:- In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/Fresh Performance security, in any form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay orders and demand drafts tendered by any scheduled Commercial bank of India;

- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defense Certificates;
 - (x) Ten years Defense Deposits;
 - (xi) National Defense Bonds and
 - (xii) 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.
- (xii) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- The value of PG to be submitted by the Contractor is based on original contract value And shall not change due to subsequent variation(s) in the original contract value.
- (d) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (e) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (f) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of the GCC.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0-5%(inclusive)	Nil
Below 5%	5%

29. e-Payment
Tenderers are required to submit their bank details in the proforma given in FORM-24 to facilitate e-payment vide NEFT/RTGS, if any.
30. Whenever the contract is rescinded contractor shall return all the material to Railways which either Railway has supplied to him or for which he has taken any payment (including ONA) from Railways.
31. Bank Guarantees against Security Deposit, Performance Guarantee, Mobilisation Advance and On Account payment, to be submitted by the contractor should preferably be sent to the concerned authorities directly by the issuing Bank under Registered Post (AD).