

**ADRA DIVISION-ENGG/SOUTH EASTERN RLY
TENDER DOCUMENT**

Tender No: E-DRM-Engg-ADRA-53-26

Closing Date/Time: 16/07/2026 15:00

DRM Engg acting for and on behalf of The President of India invites E-Tenders against Tender No **E-DRM-Engg-ADRA-53-26** Closing Date/Time 16/07/2026 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

| | | | |
|--------------------------------------|---|--|----------------------|
| Name of Work | Improvement of drainage system at KA-104, BR-106 & BR-109 in between Adra-Midnapur section. | | |
| Bidding type | Normal Tender | | |
| Tender Type | Open | Bidding System | Single Packet System |
| Tender Closing Date Time | 16/07/2026 15:00 | Date Time Of Uploading Tender | 22/06/2026 13:02 |
| Pre-Bid Conference Required | No | Pre-Bid Conference Date Time | Not Applicable |
| Advertised Value | 13923595.55 | Tendering Section | DENEAST |
| Bidding Style | Single Rate for Each Schedule | Bidding Unit | |
| Earnest Money (Rs.) | 278500.00 | Validity of Offer (Days) | 60 |
| Tender Doc. Cost (Rs.) | 0.00 | Period of Completion | 12 Months |
| Contract Type | Works - General | Contract Category | Expenditure |
| Bidding Start Date | 02/07/2026 | | |
| Are JV allowed to bid | No | Number of JV Member Allowed | 0 |
| Are Consortium allowed to bid | No | Number of Consortium Member Allowed | 0 |
| Ranking Order For Bids | Lowest to Highest | Expenditure Type | Capital (Works) |

2. SCHEDULE

| S.No. | Item Code | Item Qty | Qty Unit | Unit Rate | Basic Value | Escl.(%) | Amount | Bidding Unit |
|---|---|----------|----------|-----------|-------------|----------|-------------|---------------------|
| Schedule () A-Execution of all works under CPWD DSR 2023-Ver-1 | | | | | | | 13923595.55 | Above/ Below/Par |
| 1 | Please see Item Breakup for details. | | | | 12657814.14 | 10.00 | 13923595.55 | |
| | Description:- Execution of all works under CPWD DSR 2023-Ver-1 | | | | | | | |

3. ITEM BREAKUP

| | | | | | | |
|----------|---|---|------|------|---------|-----------|
| Schedule | Schedule A-Execution of all works under CPWD DSR 2023-Ver-1 | | | | | |
| Item- 1 | Execution of all works under CPWD DSR 2023-Ver-1 | | | | | |
| S No. | Item No | Description of Item | Unit | Qty | Rate | Amount |
| | 2.0 | EARTH WORK | | | | |
| | 2.1S | General | | | | |
| | 2.6 | Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and for all lift, as directed by Engineer-in-charge. | | | | |
| 1 | 2.6.1 | All kinds of soil | cum | 1600 | 177.5 | 284000 |
| 2 | 2.27 | Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete. | cum | 55 | 2123.75 | 116806.25 |
| | 4.0 | CONCRETE WORK | | | | |
| | 4.1S | CEMENT CONCRETE (CAST IN SITU) | | | | |

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| | | | | | | |
|----|----------|---|---------|-------|---------|------------|
| | 4.1 | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : | | | | |
| 3 | 4.1.4 | 1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources: 4 graded stone aggregate 40 mm nominal size derived from natural sources) | cum | 10 | 7780.3 | 77803 |
| 4 | 4.1.6 | 1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 40 mm nominal size derived from natural sources) | cum | 80 | 7178.75 | 574300 |
| | 4.3 | Centering and shuttering including strutting, propping etc. and removal of form work for : | | | | |
| 5 | 4.3.1 | Foundations, footings, bases for columns | Sqm | 1500 | 392.15 | 588225 |
| | 5.0 | REINFORCEMENT CEMENT CONCRETE | | | | |
| | 5.9S | FORM WORK | | | | |
| | 5.9 | Centering and shuttering including strutting, propping etc. and removal of form for | | | | |
| 6 | 5.9.2 | Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. | Sqm | 1500 | 842.5 | 1263750 |
| | 5.22S | STEEL REINFORCEMENT | | | | |
| | 5.22 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. | | | | |
| 7 | 5.22.6 | Thermo-Mechanically Treated bars of grade Fe-500D or more. | Kg | 24500 | 107.85 | 2642325 |
| | 5.33S | DESIGN MIX CONCRETE | | | | |
| | 5.33 | Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge, for the following grades of concrete.: | | | | |
| | 5.33.1 | All works upto plinth level | | | | |
| 8 | 5.33.1.1 | Concrete of M25 grade with minimum cement content of 330 kg /cum | cum | 245 | 9504.75 | 2328663.75 |
| 9 | 5.35 | Add for using extra cement in the items of design mix over and above the specified cement content therein. | Quintal | 50 | 733.5 | 36675 |
| | 10.0 | STEEL WORK | | | | |
| | 10.1S | General | | | | |
| 10 | 10.1 | Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. | Kg | 1500 | 117.35 | 176025 |
| 11 | 10.2 | Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. | Kg | 15000 | 133.7 | 2005500 |

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| | | | | | | |
|----|-----------|--|-------|--------|--------|----------|
| 12 | 10.19 | Providing and fixing mild steel round holding down bolts with nuts and washer plates complete. | Kg | 402.26 | 97.2 | 39099.67 |
| | 12.0 | ROOFING | | | | |
| | 12.37S | RAIN WATER SPOUT AND PIPE | | | | |
| | 12.41 | Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. | | | | |
| 13 | 12.41.2 | 110 mm diameter | Metre | 150 | 377.4 | 56610 |
| | 12.42 | Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion. | | | | |
| | 12.42.1 | Coupler | | | | |
| 14 | 12.42.1.2 | 110 mm | Each | 13 | 136.15 | 1769.95 |
| | 12.42.5 | Bend 87.5 degree | | | | |
| 15 | 12.42.5.2 | 110 mm bend | Each | 13 | 150.35 | 1954.55 |
| | 12.42.6 | Shoe (Plain) | | | | |
| 16 | 12.42.6.2 | 110 mm Shoe | Each | 13 | 131.85 | 1714.05 |
| 17 | 12.50 | Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) of total coated thickness 0.50 mm (base metal of minimum 0.45 mm thickness with total coating thickness of 0.05 mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. | Sqm | 500 | 738.65 | 369325 |
| | 12.51 | Providing and fixing precoated galvanised steel sheet roofing accessories of total coated thickness 0.50 mm (base metal of minimum 0.45 mm thickness with total coating thickness of 0.05 mm) with Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete : | | | | |
| 18 | 12.51.1 | Ridges plain (500 - 600mm) | Metre | 67.71 | 532.35 | 36045.42 |
| | 13.0 | FINISHING | | | | |
| | 13.44S | EXTERIOR FINISHING | | | | |
| | 13.63 | Painting with aluminium paint of approved brand and manufacture to give an even shade . | | | | |
| 19 | 13.63.1 | Two or more coats on new work | Sqm | 300 | 146.8 | 44040 |
| | 19.0 | DRAINAGE | | | | |
| | 19.1S | STONE WARE PIPES AND FITTINGS | | | | |
| | 19.35 | Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete | | | | |

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| | | | | | | |
|----|---------|--|-------|------|--------------|--------------------|
| 20 | 19.35.3 | 900 mm dia RCC pipes. | Metre | 350 | 5377.25 | 1882037.5 |
| | 26.0 | NEW TECHNOLOGIES AND MATERIALS | | | | |
| | 26.285 | REPAIR AND REHABILITATION ITEMS | | | | |
| | 26.35 | Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge. (The payment shall be made on the basis of actual weight of approved grout injected.) | | | | |
| 21 | 26.35.1 | Stirrer mixed Acrylic Polymer of approved make @ 2% of weight of cement used) modified Cement slurry made with non shrink compound in concrete/RCC work | Kg | 1000 | 119.3 | 119300 |
| 22 | 26.39 | Providing and inserting 12 mm dia galvanised steel injection nipple in honey comb area and along crack line including drilling of holes of required diameter (20 mm to 30 mm) up to depth from 30 mm to 80 mm at required spacing and making the hole & crack dust free by blowing compressed air, sealing the distance between injection nipple with adhesive chemical of approved make and allow it to cure complete as per direction of Engineer-In-Charge. | Each | 50 | 236.9 | 11845 |
| | | | | | Total | 12657814.14 |

4. ELIGIBILITY CONDITIONS

Standard Financial Criteria

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1 | Financial Eligibility Criteria: 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. | No | No | Allowed (Mandatory) |
| 1.1 | The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfillment of financial eligibility criteria should be with UDIN (Unique Document Identification Number), failing which the offer is likely to be rejected without any further reference. (Authority: Chief Engineer/Works/SER/GRC's letter no. CE/G/Arb &Cont. Mgt./Tender Circular/Pt.I/317, dated 11.03.2025) | No | No | Not Allowed |

Standard Technical Criteria

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

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| | | | | |
|-----|--|----|----|------------------------|
| 1 | <p>(Technical Eligibility Criteria: (a) 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 each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each 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. (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), 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 each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.</p> | No | No | Allowed (Mandatory) |
| 1.1 | Defination of Similar Work :- Execution of any Civil Engineering Works. | No | No | Not Allowed |
| 1.2 | <p>However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing. Note for Technical Eligibility Criteria: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p> | No | No | Not Allowed |

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|-------|--|----|----|-------------|
| 1.2.1 | Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published. | No | No | Not Allowed |
| 1.3 | [Explanation for Eligibility Criteria: 1. 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. 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials. 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials. 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work. 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet) of GCC April - 2022, the same shall be considered for the purpose of fulfillment of credentials. | No | No | Not Allowed |
| 1.3.1 | 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution /split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc | No | No | Not Allowed |

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| | | | | |
|-------|--|----|----|-------------|
| 1.3.2 | 9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners. 11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value. 13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. 15. In case company A is merged with company B, then company B would get the credentials of company A also.] | No | No | Not Allowed |
|-------|--|----|----|-------------|

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

| S.No. | Description |
|-------|--|
| 1 | I/we the tenderer (s) am/are signing this document after carefully reading the contents. |
| 2 | I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. |
| 3 | I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us. |
| 4 | I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. |
| 5 | I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us. |
| 6 | I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. |
| 7 | I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust. |
| 8 | I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected. |
| 9 | I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year. |
| 10 | I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed) |

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

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|---|---|
| 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

Commercial-Compliance

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1 | 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) |
| 2 | The tenderer has to opt for taking payment through letter of credit (LC) as per Railway Board's letter no. 2018/CE-I/CT/9 dated 4.6.18. | Yes | Yes | Not Allowed |
| 3 | Tenderers are required to upload copy of Permanent Account Number, GST registration | Yes | Yes | Allowed (Mandatory) |
| 4 | Tenderes are required to upload ESI & EPF regsitration certificate | Yes | Yes | Allowed (Optional) |
| 5 | Tenderers are required to furnish a valid and functional email ID and mobile no. to which communication can be done by the Railway Administration | Yes | Yes | Allowed (Optional) |

General Instructions

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|--|-----------------------|-----------------|---------------------|
| 1 | If the accepted tender value is more than 5% below the advertised tender value, the contractor shall submit an additional Performance Guarantee at the rate of 5% of the original contract value. (Authority : Advance Correction Slip No. 11 to IRS GCC April-2022) | No | No | Not Allowed |
| 2 | Drawings for the Work: The Drawing for the work can be seen in the office of the DRM(Engg)/S.E. Railway/Adra Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time | No | No | Not Allowed |
| 3 | 1. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders. 2. If the tenderer(s) deliberately gives / 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. 3. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract. | No | No | Not Allowed |

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| 4 | Should a tenderer find the discrepancies in, or omissions from the drawings or any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenders shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. | No | No | Not Allowed |
| 5 | 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 entered in the tender form are adequate and all inclusive to accord with the provisions in clause-37 of the General Conditions of Contract for the completion of work to the entire satisfaction of the engineer. | No | No | Not Allowed |
| 6 | All these conditions and specifications should carefully be studied by the tenderer / tenderers before submitting his/their tender. He/they should in his/their own interest be well acquainted with the site of work. | No | No | Not Allowed |
| 7 | 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 - For all work - Bid Security -2% of the estimated cost of the work. 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 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. (b) 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 resale 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. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment 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. | No | No | Not Allowed |
| 7.1 | 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 90days beyond the bid validity period. | No | No | Not Allowed |
| 7.1.1 | Acting through-DRM(ENGG), South Eastern Railway, Adra. | No | No | Not Allowed |
| 7.1.2 | Beneficiary- FA and CAO, South Eastern Railway,Garden Reach, Kolkata. | No | No | Not Allowed |

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| 8 | 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 before closing date of submission of bids (i.e. excluding the last date of 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 "Bid for the ***** Project" 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 the officer and address as mentioned in the tender document. 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. | No | No | Not Allowed |
| 9 | 26A.Deployment of Qualified Engineers at Work Sites by the Contractor: 26A.1The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s),as prescribed in the tender documents. 26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents. 26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'. a.Cost of work Rs.200 Lakhs and above- One Graduate Engineer. b.Cost of work more than Rs.25 Lakhs but less than Rs.200 Lakhs- One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-b, individuals having Diploma in Railway Engineerig awarded by IPWE- India shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway vide Rly. Bds letter No. 2012-CE-I-CT-O-20, Dt- 12.07.2013. In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, he or him in terms of provisions of clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions as mentioned in para-a and b above respectively | No | No | Not Allowed |

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| 10 | <p>Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times</p> | No | No | Not Allowed |
| 11 | <p>(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract as per clause 51.(1)of GCC 2022 and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1)of GCC 2022, in case applicable. (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC 2022 of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. (iii) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4) (b) of this clause will be payable with interest accrued thereon.</p> | No | No | Not Allowed |

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| 12 | <p>Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below: (a) 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 22ndday after the date of issue of LOA. Further, if the 60thday 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 and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. 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. (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (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.</p> | No | No | Not Allowed |
| 13 | <p>(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 upto 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. (d) 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. (e) 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. (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. (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. (iii) The Contract being determined or rescinded under clause 62 of these conditions.</p> | No | No | Not Allowed |

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| 14 | <p>1. Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order (2)(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 upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto 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 (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 upto 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</p> | No | No | Not Allowed |
| 15 | <p>(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. d.(i) Quantities operated upto 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 upto 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.</p> | No | No | Not Allowed |
| 16 | <p>(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p> | No | No | Not Allowed |
| 17 | <p>General Conditions of Contract 2022 shall be applicable for all the tenders and contracts of railways for execution of works as defined in GFR 2017.</p> | No | No | Not Allowed |

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| 18 | Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i.Letter of Award ii.Schedule of Items, Rates & Quantities iii.Special Conditions of Contract iv.Technical Specifications as given in tender documents v.Drawings vi.Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. vii.CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. viii.Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. ix.Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. x.IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. | No | No | Not Allowed |
| 19 | Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer | No | No | Not Allowed |
| 20 | Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website. | No | No | Not Allowed |
| 21 | Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. | No | No | Not Allowed |
| 22 | Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer. | No | No | Not Allowed |
| 23 | Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit | No | No | Not Allowed |

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| 24 | <p>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 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)Incse 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.</p> | No | No | Not Allowed |
| 25 | <p>Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p> | No | No | Not Allowed |

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| 26 | <p>18. Participation of Partnership Firms in works tenders: 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 18.2 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 as per the Indian Partnership Act, prior to submission of tender. 18.3 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. 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p> | No | No | Not Allowed |
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| 27 | <p>5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender. 6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable. 8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner. 9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement. (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to nonexecution 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.</p> | No | No | Not Allowed |
| 28 | <p>Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.</p> | No | No | Not Allowed |
| 29 | <p>Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.</p> | No | No | Not Allowed |
| 30 | <p>Multiple L-1 :- In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow. (Railway Board Letter No.2017/Trans/01/Policy New Delhi, dated. 08.02.2018)</p> | No | No | Not Allowed |
| 31 | <p>For settlements of disputes, Arbitration and Conciliation Act 1996 and provision made in relevant clauses of GCC 2022 with up-to-date correction slip will be binding.</p> | No | No | Not Allowed |

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| 32 | Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer | No | No | Not Allowed |
| 33 | Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s). | No | No | Not Allowed |
| 34 | Rates for Extra Item(s) of Works: (a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b). (b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority: i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)" ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)" iii. Market Analysis | No | No | Not Allowed |

Special Conditions

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
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| 1 | IS-456-2000 Indian standard code of practice for plain and reinforced concrete,IS: 1199 Method of sampling and analysis of concrete,IS: 516 Method of test for strength of concrete,Standard Specification for structural steel/standard quality-Fifth revision,IS: 226 Specification for structural steel/Standard quality-Fifth revision,IS 2062-1984 Specifications for Weldable structural steel,IS: 383-1970 Code of practice for fine and coarse aggregate,IS: 800 Code of practice for use of structural steel in general building construction-revised 8th print April 1977 incorporating amendments No.1 and 2,IS:432-Pt. I- Code of practice for mild steel and medium tensile steel bars,IS:1785-Plain and hard drawn steel wire for pre stressed concrete/latest addition,IS:1786 Code of practice for high strength deformed steel bars and wires for concrete reinforcement,IS:269 for ordinary Portland cement,IS:8112/IS:12269 High strength OPC 43 and 53 grade respectively | No | No | Not Allowed |
| 2 | Reinforcement Steel to be used in the work shall be of high yield strength deformed bars or TMT (Thermo-Mechanically Treated) steel bars. Reinforcement steel should confirm to IS: 1786. Testing of reinforcement steel shall be done for physical and chemical properties at NABL approved LAB at contractor own cost. Contractor/Agency has to submit INVOICE and Material Test Certificate (MTC). Reinforcement Steel should be supplied conforming to relevant IS code as directed by Engineer's representative. | No | No | Not Allowed |
| 3 | 3)The items covered under CPWD DSR 2023-Ver-1, USSOR 2021Ver-1 and CPWD HORTICULTURE-2020 are tentative and approximate and these are considered for evaluation of DV only. However, the items covered under CPWD DSR 2023-Ver-1, USSOR 2021-Ver-1 and CPWD HORTICULTURE-2020 may be altered within the scope of work as per instruction of Engineer in Charge according to site requirement if required. Decision of Engineer in Charge in this regard will be final and binding to all. | No | No | Not Allowed |
| 4 | Cement OPC 53 Grade shall be confirmed to IS-12269, Cement OPC 43 grade shall be confirmed to IS: 8112, PPC shall be confirmed to IS 1489 and PSC as per IS 455 respectively. Contractor/Agency has to submit INVOICE and Material Test Certificate (MTC). Cement should be supplied conforming to relevant IS code as directed by Engineer's representative. | No | No | Not Allowed |
| 5 | Indian Railway GCC 2022 with upto date correction slip is binding to the instant tender. Tenderers have to carefully study the various provisions made in IRGCC 2022 and submit their offers accordingly. | No | No | Not Allowed |
| 6 | Submerged arc welding and other process as per Drawing and as per instruction of Engineer-in-charge will be followed. | No | No | Not Allowed |
| 7 | Welded bridge code 1972 with upto date correction slip to be followed. | No | No | Not Allowed |
| 8 | Note for cement: - i. Test certificate for cement used will be produced which should conform to IS specification and the same should be submitted by the contractor. ii. Cement to be supplied should not be more than two months old from the date of Manufacture. iii. The contractor must submit vouchers of purchase of cement and it should be purchased by contractor from authorized source only. | No | No | Not Allowed |
| 9 | The balance sheet and all other financial documents attested/certified by CAs (Chartered Accountants) to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference | No | No | Not Allowed |

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| 10 | IS:961-Structural steel-High tensile,IS:10262-1982 Recommended guidelines for Concrete Mix Design,IS:1343 Code of practice for Pre stressed concrete,IS:6006-1983 Specifications for-coated stress relieved strands for Pre stressed Concrete,IS:1785 Part-I Specifications for plain hard drawn steel wires for pre stressed concrete,IS:1599,Indian Railway Schedule of Dimensions for Broad Gauge including correction slips,IS:1498/1970 Classification and identification of soil,IS Code 10379-1982 Code of practice for field control of Moisture and compaction of soil for embankment and sub grade ,Indian Railway permanent way manual-second reprint2004 amended upto date,South Eastern Railway Unified standard Schedule of rates/Works and Material-2010,Indian Railway Code for the Engineering department,Durability of concrete structures-report no.BS-14/revised by RDSO,Guide lines for earthwork in railway projects/July-2003 with latest amendment issued by RDSO/Lucknow,IRS Concrete BridgeCode 1997,Indian Railway Works Manual,Indian Railway Bridge Manual. | No | No | Not Allowed |
| 11 | 17. Unless specified otherwise, the rate accepted are inclusive of all lead, lift, loading, unloading,handling, sales tax and all other charges and taxes liveable by the Govt. from time to time. 18. In case of any accident, the contractor shall be liable to pay for the damages to the extent he is responsible on the basis of the report of enquiry committee. 19. Supply of materials should be well in advance from the date of execution of all works as per requirement given by AEN/IOW in-charge Railway in charge of work at site. 20. No payment will be made for wastage/surplus materials. 21. Schedule of dimension as specified in the drawing must be followed strictly any change should not be made without written permission of competent authority. 22. Contractor should take all precaution for safety of his/ their labour. The Railway will not entertain any claim towards accident whatsoever of the labour engaged by the contractor. | No | No | Not Allowed |
| 12 | (Copy of JPO regarding Cable Damage & Penalty is also attached in Documents Tab which is binding and should be followed in spirit) | No | No | Not Allowed |
| 13 | In case the bidder intends to submit a Bank Guarantee towards the Performance Guarantee (PG) after award of the contract, the following details shall be incorporated in the said Bank Guarantee- The Bank hereby confirms that it is on the SFMS (Structural Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details - 1.IFSC CODE - SBIN000RAIL 2.IFSC TYPE- BRANCH 3.BANK NAME - STATE BANK OF INDIA 4.BRANCH NAME - RAIL 5.CITY NAME- NAVI MUMBAI 6.ADDRESS- SECTOR-11 CBD BELAPUR, NAVI MUMBAI 7.DISTRICT- NAVI MUMBAI 8.STATEMAHARASHTRA 9.BG ENABLED- YES | No | No | Not Allowed |
| 14 | The quoted rate should include all the prevailing taxes and levies including GST at the rate of 18% | No | No | Not Allowed |
| 15 | Termination of Contract-effect of non performance by the Contractor within the validity- In normal circumstances, the Contractor has to seek extension of time of completion of Contract and Railway may extend considering the merit and relevant clause of GCC 2022. However, in the event the contractor has not sought for extension and the Railway has not taken necessary action for terminating the same within the validity period (Such a situation should be rare and the reasons for this to be recorded), a notice claiming damages also for the failure on the part of the Contractor should be issued to the Contractor who has not sought/is willing to seek extension even after the expiry of the date of completion, and the Contract has ceased to exist with effect from the date of expiry, original or extended as the case may be. | No | No | Not Allowed |
| 16 | Unless specifically mentioned in the schedule of rates all materials required for execution of work will be supplied by the contractor free of cost as per standard specifications and approved by the Engineer-in-charge. | No | No | Not Allowed |
| 17 | All works are to be done as per programme fixed by the Engineer-in-charge or his authorised representative and as per their direction only. | No | No | Not Allowed |

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| 18 | All materials to be supplied by the contractor should be got approved by the Engineer-in-charge before use in the work. | No | No | Not Allowed |
| 19 | All the scrap and released materials to be returned to the Railway as per instructions given by the Engineer in - charge or his authorized representative at their nominated places after completion of the work. | No | No | Not Allowed |
| 20 | No compensation towards any accident what so ever will be paid by the Railway. | No | No | Not Allowed |
| 21 | The Railway will not be responsible for compensation towards contractors idle labour in case traffic block cannot be arranged to the contractor as per programme due to unforeseen reasons. | No | No | Not Allowed |
| 22 | Contractor shall not start any work without the presence of the IOW or PWI at site. In case the contractors representative starts any work in absence of IOW or PWI, it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action. | No | No | Not Allowed |
| 23 | In case contractor fails to return the unused and excess materials issued to them and released materials, the cost of such materials will be deducted from the contractors dues at the rate of 2xPurchase cost 5 percent freight.Purchase cost for released materials should be taken as prevailing market rate. | No | No | Not Allowed |
| 24 | All the works which are to be done under traffic block, in electrified territory, contractor will have to take all precautions for safety of track and running trains as well as safety of his labour in terms of Indian Railways P.Way manual. | No | No | Not Allowed |
| 25 | The Contractor with the help of his Engineer or Diploma holder , as the case be , shall make necessary Drawings, sketches, plotting, peg markings etc. as desired by the Engineer-in-charge. No extra cost shall be claimed on this account. | No | No | Not Allowed |
| 26 | The work will be executed under supervision of Railway Engineer- in charge or his authorized representative at site. | No | No | Not Allowed |
| 27 | The agency should depute a trained and certified supervisor duly certified by AEN. | No | No | Not Allowed |
| 28 | The Contractor should be make available all the necessary tools, plants and equipment for execution of the above work at site during execution of work. | No | No | Not Allowed |
| 29 | The vehicles and equipment of contractors can be drafted by Railway Administration in case of Accidents or Natural calamities involving human lives, and payment in respect of that would be made by operating the item as a non scheduled item. | No | No | Not Allowed |

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| 30 | 1. General conditions of contract 2022,CPWD Specifications 2019 Vol I & II, Indian Railways Unified Standard Specification (IRUSS-2019), updated with correction slips and Indian Railway Unified Standard Specifications Works Materials ,Indian Railways Unified Standard Specifications (Works and Material) 2010, IR Specifications/Guidelines, Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, shall be binding to the instant tender as per the order of precedence defined in Para 1.01, Part-I of GCC 2022. 2. The work should be executed in the workmen like manner to the satisfaction of the Engineer-in-charge. The contractor will be primarily responsible for the safety of traffic that moved on the opened up track not without the presence of the Railway supervisory staff at site. In the event of any accident at the work spot, a departmental enquiry will be held by the Railway. If it is established that accident occurred wholly or partially due to any act tantamount into negligence on the part of the contractor he shall be render him liable for all damages and also legal prosecution if loss of life is involved. 3. The responsibility of safe running of track at work site rests entirely with all departmental supervisory staff. No contractor should be permitted to carry out any activity affecting the safety of track without presence of an Engg. supervisory staff of appropriate level. No work should be executed by the contractor without authorization being available. 4. The agency should depute a trained and certified supervisor duly certified by AEN. | No | No | Not Allowed |
| 31 | The presence of contractors operators or supervisor at each work site, P.Way or Civil Or Bridge, is must for proper supervision of work. It is advisable to depute Railways retired P.Way superisory staff or works supervisory staff or bridge supervisory staff as the case may be for this purpose, who are already trained in such works. However, if the contractor intends to engage any supervisor from outside for P.way work he must get trained in the Divisional Training school of the Division, for which the contractor has to pay the charges as per the rate decided by railway board time to time. After successfull completion of the training, a certificate of competency shall be issued by the Divisional Training school at the minimum level of AEN.Only such outside operators or supervisors of contractor who have been trained in the Division Training school and possess a competency certificate, shall be permitted to supervise the work at the work site. Retired supervisors of Railway need not required to be trained. Similarly for any Civil or Bridge work which has the potential to cause unsafe condition for moving traffic, if any outside supervisor is engaged by the contractor, he shall be got trained in similar manner for such Civil or Bridge work in the Divisional Training School and obtain a competency certificate before he is permtd to supervise the work at work site. | No | No | Not Allowed |
| 32 | For works of public nature contractor shall fix an information board containing information related to work order at prominent place free of cost. The content of such board, its fixing location, size and type of material etc. shall be as approved by Engineer-in Charge. The board shall be maintained by contractor during the currency of work order. If contractor fail to fix the information board for nominated work orders, a token penalty as deemed suitable as per GCC may be imposed by Enginner in charge. | No | No | Not Allowed |
| 33 | Unless otherwise specified in the schedule of items, the rate quoted by the tenderer includes:- a. All labour, tools, plant, equipment and machinery etc. b. All lead, lift, ascent, descent, jungle clearance and making approach roads etc. c. Loading, unloading, handling, re-handling and transportation of Railway materials from Railway depot to site of work and vice-a-versa. d.All royalty, octroi and other necessary taxes on materials and products. | No | No | Not Allowed |
| 34 | Tenderer or contractor will have to execute the work taking necessary precautions for safety of works,Passenger,traffic etc. | No | No | Not Allowed |

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| 35 | Codes: The following Codes of Practice latest revised with up to date corrections shall be followed: | No | No | Not Allowed |
| 35.1 | Wherever any reference to Code, Specifications etc., is made in this tender document, it shall be taken as a reference to the latest version thereof including all amendments and corrections etc. However, where these specifications do not cover full details relevant Indian Standard Specification shall be followed. Decision of the Chief Engineer shall be final in this regard. | No | No | Not Allowed |
| 36 | The quantities specified in the tender schedule are only approximate and liable to vary. | No | No | Not Allowed |

Technical-Compliances

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1 | Documents to be Submitted Along with Tender The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) It shall be mandatory for the tenderer to submit documents mentioned below in sl no. 1.1 to 1.7 depending on the nature of firm(i.e, para 1.1 for sole proprietorship, 1.2 for HUF, 1.3 for Partnership firms,1.4 for Joint venture 1.5 for companies registered under companies act 2013, 1.6 for Limited liability partnerships and 1.7 for registered societies and registered trusts.) Non-submission of relevant documents shall lead to summarily rejection of the offer. | No | No | Allowed (Mandatory) |
| 1.1 | (a) Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.2 | (b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.3 | (c) Partnership Firm: (i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of IRSGCC April-2022. | No | No | Allowed (Optional) |

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| 1.3.1 | <p>18. Participation of Partnership Firms in works tenders: 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 18.2 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 as per the Indian Partnership Act, prior to submission of tender. 18.3 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. 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. 18.5 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. 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.</p> | No | No | Allowed (Optional) |
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| 1.3.2 | 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable. 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner. 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement. (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to nonexecution 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 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. | No | No | Allowed (Optional) |
| 1.3.3 | 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender: (i) A notarized copy of 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 10 of the Tender Form (Second Sheet) of IRSGCC April-2022. 18.11 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 Para 10 of the Tender Form (Second Sheet) of IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.4 | (d) Joint Venture (JV)(If applicable): The tenderer shall submit all documents as mentioned in para 17 of the Tender Form (Second Sheet) of IRSGCC April-2022.. | No | No | Allowed (Optional) |

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|-------|---|----|----|--------------------|
| 1.4.1 | <p>FOR JOINT VENTURE (JV) (If applicable) :- 17.14 Documents to be enclosed by the JV alongwith the tender: 17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (iv) 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. 17.14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit 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. 17.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted: (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (iii) A copy of Certificate of Incorporation (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.</p> | No | No | Allowed (Optional) |
| 1.4.2 | <p>17.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (v) An undertaking by all partners of the LLP 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 or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. 17.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust. 17.14.6 All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IRSGCC April-2022.</p> | No | No | Allowed (Optional) |

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| 1.5 | (e) Company registered under Companies Act 2013: (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) All other documents in terms Para 10 of the Tender Form (Second Sheet) of IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.6 | (f) LLP (Limited Liability Partnership): (i)A copy of LLP Agreement (ii)A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of 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 or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.7 | (g) Registered Society & Registered Trust: (i)A copy of Certificate of Registration (ii)A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of IRSGCC April-2022. | No | No | Allowed (Optional) |
| 1.8 | (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. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions. (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. | No | No | Allowed (Optional) |
| 1.9 | UPLOADING OF DOCUMENTS IN PARA 1.1 TO 1.7 HAS BEEN KEPT AS OPTIONAL SO THAT ALL PARTICIPATING TENDERERS ARE NOT COMPELLED TO UNNECESSARILY UPLOAD DOCUMENTS AGAINST ALL ITEMS. HOWEVER AS MENTIONED IN PARA-1, IT IS MANDATORY TO UPLOAD DOCUMENT AGAINST RELEVANT PARA 1.1-1.7 DEPENDING ON NATURE OF FIRM. OFFERS SUBMITTED WITHOUT THESE MANDATORY DOCUMENTS SHALL BE SUMMARILY REJECTED. | No | No | Allowed (Mandatory) |

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| 2 | <p>Employment/Partnership etc. of Retired Railway Employees: (a) Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer. 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. Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.</p> | No | No | Allowed (Optional) |
| 3 | <p>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. -In case of other than Company/Proprietary firm, Annexure-V(A)(with upto date correction slip) shall also be submitted by the 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.</p> | No | No | Allowed (Mandatory) |
| 4 | <p>List of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.</p> | No | No | Allowed (Optional) |
| 5 | <p>The list of personnel / organization on hand and proposed to be engaged for the tendered work.</p> | No | No | Allowed (Optional) |

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| 6 | 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. (Power of attorney to be submitted mandatorily if the condition is applicable) | 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 |
| 2 | 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 (90 days for two packet system) from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for S.E Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within Stipulated period mentioned in NIT Header from the date of issue of letter of acceptance of the tender | No | No | Not Allowed |
| 3 | I/We will not resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the SE Railway during a period of 60 days (90 days for two packet system)from the date of opening of the tender,subject to the period being extended further if required, by mutual agreement from time to time. | No | No | Not Allowed |
| 4 | 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: (a)I/We do not submit the Performance Guarantee within the time specified in the Tender document; (b)I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and (c)I/We do not commence the work within fifteen days after receipt of orders to that effect. | No | No | Not Allowed |
| 5 | I/We also hereby agree to abide by General conditions of contract 2022,CPWD Specifications 2019 Vol I & II, Indian Railways Unified Standard Specification (IRUSS-2019), updated with correction slips and Indian Railway Unified Standard Specifications Works Materials ,Indian Railways Unified Standard Specifications (Works and Material) 2010, IR Specifications/Guidelines, Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, as per the order of precedence defined in Para 1.01, Part-I of GCC 2022. | No | No | Not Allowed |

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| 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 agree to keep this tender open for acceptance for a period of 60 days (90 days for two packet system) from the date fixed for opening the same, subject to the period being extended further if required, by mutual agreement from time to time. | No | No | Not Allowed |
| 8 | Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders | No | No | Not Allowed |
| 9 | Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer | No | No | Not Allowed |

6. Documents attached with tender

| S.No. | Document Name | Document Description |
|-------|---|------------------------------------|
| 1 | CorrectionSlip08.pdf | correction slip |
| 2 | ANNEXUREVIAforBIDSECURITY.pdf | Annexure |
| 3 | ASC-2GCC-2022.pdf | Correction slip |
| 4 | GCCACS.pdf | Advance Correction Slip No1 of GCC |
| 5 | CorrectionslipNo.11.pdf | correction slip |
| 6 | ACS-030FGCC2022.pdf | ACS 03 OF GCC 2022 |
| 7 | AnnexureVIBwithUDIN.pdf | annexure VIB with UDIN |
| 8 | CorrectionslipNo4.pdf | correction slip |
| 9 | CorrectionslipNo9.pdf | correction slip |
| 10 | 2025_03_04RBCE_CE-I-CTIndianRailwaysStandardGeneralConditionsofContractApril-2022AdvanceCorrectionSlipNo_10ACS-10.pdf | correction slip |
| 11 | JPOcabledamage.pdf | jpo cable document |
| 12 | Letterofcreditboardletter.pdf | letter of credit |
| 13 | sharamikkalyanportal.pdf | Labour data sharmikkalyan |
| 14 | correctionslip.pdf | Correction slip |
| 15 | GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27.04.22.pdf | GCC 2022 |
| 16 | 2023_10_20RBCE_CE-I-CTIndianRailwaysStandardGeneralConditionsofContractApril-2022AdvanceCorrectionSlipNo_5ACS-53.pdf | Correction slip |
| 17 | CorrectionSlipNo_7ACS-71.pdf | correction slip |

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

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

Signed By: PRATEEK KUMAR

Designation : DENEast