

**INSTRUCTIONS TO TENDERERS For e-Tenders**

**1.0 GENERAL**

- 1.1** E-tender have been invited for and on behalf of the President of India through website [www.ireps.gov.in](http://www.ireps.gov.in) for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (\*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. No Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 1.2** E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3** The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 1.2 above as well as Schedule of Tender, General and Special Conditions.
- 1.4** The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website [www.ireps.gov.in](http://www.ireps.gov.in) before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.
- 1.5** **Corrigendum Notice on IREPS-** For the purpose of Corrigendum in the Tender, NIT period is splatted as under:  
a) **Advertisement period-** Time during which all information pertaining to tender shall be available but offers cannot be submitted.  
b) **Offer submission period-** Fifteen days prior to opening of tender, during which tenderers can submit their offer.  
Issue of 'corrigendum notice' is permitted as an exception only during Advertisement period. **No corrigendum is permitted during offer submission period and cases requiring corrigendum during offer submission period shall be retendered.**
- 1.6** This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read

together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

- 1.7** The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.8** In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
- 1.9** Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Bid Security due to wrong or mis-manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
- 1.10** All documents uploaded or information furnished in the website are digitally signed by the competent authority.
- 1.11** This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.

**2.0 Books of reference:** Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go through them:

1. The General Conditions of Contract, 2022 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as '**GCC-2022**' for the purpose of general condition of contract and

- 2.1 Contractor:** Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person/firm/co-operative society or company, whether incorporated or not, who enters into contract with the Railway and

shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.

- 2.2** Singular and Plural: Words importing singular number shall also include plural and viceversa where the context requires in this tender document and vice versa.

### **3.0 TENDERER'S POSTAL ADDRESS**

**3.1 Address of tenderer:** The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes of communications.

All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

**3.2 Change of address:** Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

### **4.0 COST OF TENDER DOCUMENT AND BID SECURITY DEPOSIT AND MODE OF PAYMENT:**

Payment of Tender Document Cost & Bid Security Deposit, in respect of e-tendering, should be accepted through net banking or payment gateway only.

**Note:** Fixed Deposit Receipt (FDR) will not be accepted as Bid Security Deposit for tenders invited on IREPS (e-tender portal).

5 (1) (a) 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:

<b>Value of the Work</b>	<b>Bid Security</b>
For all works	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 fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure VIA** and shall be valid for a period of 90 days beyond the bid validity period.

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

i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline 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.

If his tender is accepted,

(i) the Bid Security mentioned above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned above submitted as Bank guarantee bond, will be encased as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para (c) above, to the Contractor.

## **5.0 INCONSISTENCY BETWEEN THE DOCUMENTS**

The '**GCC-2022**' shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

## **6.0 SCOPE OF THE TENDER**

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work in the website of IREPS. Above scope of the work is indicative only. The tenderer is

advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

## **7.0 COST OF THE WORK**

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

## **8.0 THE SCHEDULE OF WORKS**

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

## **9.0 INSPECTION OF DATA**

Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

## **10.0 CARE IN SUBMISSION OF TENDER (Rly. Board's letter no. 2017/CE-I/CT/4/GST dated. 23.06.17)**

(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 GST/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) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(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.

- 10.1** Standard format of certificate to be submitted by the bidder is enclosed. Non submission of the certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

#### **11.0 SUBMISSION OF TENDER**

- 11.1** Tender must be submitted online through the website [www.ireps.gov.in](http://www.ireps.gov.in) on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.
- 11.2** The requisite Bid Security as per NIT should be submitted with the tender in any forms as specified in Cl:4 and 23.2 of Chapter-I.
- 11.3** Tenderers can revise their offers for any number of times till date and time of closing.

#### **12.0 OPENING OF TENDER**

- 12.1** Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 12.2** In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

#### **13.0 PERIOD OF VALIDITY OF THE TENDER**

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resale from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

#### **14.0 PERIOD OF COMPLETION OF THE WORK**

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of

acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

## **15.0 SPECIFICATIONS OF THE WORK**

The work shall be carried out as per specifications contained in the tender schedule and tender document or otherwise referred to herein.

## **16.0 ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS) :**

### **16.1 Eligibility Criteria-Similar Nature of work:**

The tenderer has to submit the credential certificate for the completion of the similar Nature/type of the works. **Similar nature of work for this tender is mentioned in NIT (Notice Inviting tender) in the website.** Tenderers are requested to ensure themselves that their demanded work satisfies the Similar nature of Work mentioned in the NIT in the website prior to filling and submitting the e-tender.

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

### **17.1 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 predefined 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 Contract or 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.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, 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 fulfillment 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 Item 17.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

#### **18.0 Standard Financial Eligibility Criteria (For Tender Value above Rs.50 Lakhs)**

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 of the GCC, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC-2022

**18.1** 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 for the relevant date. 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.

**Explanation for clause 17.0 & 18.0 including clause 17.1 18.0, 18.1, and 19.0 - 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 part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
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. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
8. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary 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  $0.3 \times 0.2$  \* 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.

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. In case of existing partnership firm if any other partner(s) joins 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.

### **19.0 Tenderer Credentials:**

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of \_\_\_\_\_ Railway shall submit along with his / their tender:

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-IX. Non submission of a

copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.

(vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

**20.0** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

**21.0 Participation of Joint Venture (JV) in Works Tender:** This Clause shall be applicable for works tenders wherein tender documents provide for the same.

**21.1** Separate identity/name shall be given to the Joint Venture.

**21.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**21.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**21.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**21.5** Bid Security shall be submitted by JV or authorized person of JV either as :  
i. Cash through e-payment gateway or as mentioned in tender document, or  
ii. Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

**21.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).

**21.7** Once the tender is submitted, the MoU shall not normally be modified / altered /

- terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 21.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 21.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 21.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 21.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' ((in case JV entity is to be registered as Company)) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 21.11.1** Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 21.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 21.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 21.12** Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 21.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and

that of the Railway in respect of the said tender/contract.

**21.14** Documents to be enclosed by the JV along with the tender:

**21.14.1** 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 favor 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.

**21.14.2** 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.

**21.14.3** 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 favor of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**21.14.4** All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

**21.14.5** 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 favor 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.

**21.14.6** 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 favor of the individual to sign the tender documents and create liability against the Society/Trust.

**21.14.7 All other documents in terms of explanatory notes in clause 17 & 18 above.**

**21.15** Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**21.15.1** Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components  
The technical eligibility for the work as per para 17.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 17.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components  
The technical eligibility for major component of work as per para 21.15.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 17.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 17.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (no-load) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical

eligibility criteria. The technical eligibility for each component of work as per para 21.15.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 21.15.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

*Note for Clause 21.15.1:*

*(a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, anyone work can be classified as Major component of work.*

*(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

**21.15.2** Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 18.0 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 18.0 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying

compliance of the above mentioned financial eligibility criteria in the tender under consideration.

**21.15.3 Bid Capacity**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 18.2 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

**22.0 Participation of Partnership Firms in works tenders:**

**22.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

**22.2** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act prior to submission of tender.

**22.3** 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.

**22.4** 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.

**22.5** 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.

**22.6** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

**22.7** 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.

**22.8** 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.

**22.9** 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 contractor due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

**22.10** 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 partnership deed or a copy of the Partnership deed registered with the Registrar.

(i) A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(ii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(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 explanatory notes in clause 17 and 18 above.

**22.11 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 17 & 18 above.

**23.0 Employment/Partnership etc. of Retired Railway Employees:**

**23.1** (a) Should a tenderer 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 should a tenderer being partnership firm / company / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer or retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or gazetted officer from the said service 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 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, or to take the employment under the Contractor, 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. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of General Conditions of Contract.

## **24.0**      TESTIMONIALS

**24.1**      Experience, financial status and ability: Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

**24.2**      List of completed works: Tenderer is required to submit, along with his e- tender, particulars of all works completed by him for the Railways or for any other client in the last three financial years starting from the original date of opening of this tender in the Performa enclosed as annexure-I to this chapter. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.

**24.3**      List of works in hand: Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Performa enclosed as annexure- IV to this chapter of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.

- 24.4** Banker's solvency certificate: Tenderer is also required to enclose, along with his tender, Banker's solvency certificate showing financial capabilities of the tenderer. The Railway reserves the right to treat the tenderer as having no financial capability to handle such a work in absence of such certificate.
- 24.5** List of court cases and arbitration cases: Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of opening of this tender as per annexure-VI to this chapter of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per annexure- VII to this chapter of this tender document.
- 24.6** List of plant and machinery: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Performa given in annexure-II to this chapter of this tender document.  
The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.
- 24.7** List of personnel and organization: Tenderer is required to submit, along with his tender, list of Personnel and organization available on hand (own) and proposed to be engaged for the subject work in Performa given in annexure- III to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no personnel and organization and that no personnel and organization are proposed to be engaged for the subject work.

25. Deleted.

## **26.1 FALSE AND OR INCOMPLETE STATEMENTS**

If tenderer gives/upload wrong information/credentials/documents in his/their e-tender and thereby create(s) circumstances for acceptance of his/their tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled/rescinded in addition to the following:

1. If such issues come to light at tender stage, full amount of his Bid Security shall be forfeited.
2. In cases where such issues come to light at contract stage, the rights available to the Railway under clause-61 & 62 of the GCC-2022 shall be applicable.

## **27. QUOTATIONS OF RATES**

- 27.1 Quoting rates for all items of the schedule:** Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.
- 27.2 Change in quantities and items:** The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be

entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of actual quantities executed under various items and at the accepted rates thereof.

**27.3 Fluctuation in market rates:** Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

**27.4 Rates to include all taxes:** Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorized bodies.

**27.5 Rates in Indian Rupee:** Rates should be quoted in Indian Rupees only.

**28. REBATE -**

**28.1** If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on-line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.

**28.2** In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and intersee position will be calculated and decided by the system itself.

**28.3** If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

**29. PURCHASE  
PREFERENCE:  
(DELETED)**

**30. SPECIAL CONDITIONS BY  
TENDERER(NOT ALLOWED)**

**31.1 OMISSIONS AND DISCREPANCIES**

Should tenderer find discrepancies or omissions in the drawings or otherwise in this tender document or should he be in doubt as to their meaning, he should at once notify the authority inviting this tender who may send a written clarifications to all tenderers. It shall be understood that every endeavor has been made to avoid any error, which can materially affect the basis of this tender. The 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.

**31.2 UNFORTUNATE SITUATION**

If tenderer expires after submission of his tender or after acceptance of his tender,

the Railway shall deem such tender cancelled. If a partner of a firm expires after submission of the tender or after acceptance of thereof, the Railway shall deem such tender as cancelled unless the firm retains its character.

### **32.0 MAINTENANCE PERIOD OF THE WORK**

Unless otherwise mentioned, the maintenance period / guarantee period may please be treated as 12 (twelve) months beyond the date of completion of the work.

### **33 LATE TENDER AND DELAYED TENDER**

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or delayed tender as tenders are to be submitted online within the stipulated date and time.

### **34 CLARIFICATIONS ON THE TENDER SUBMITTED**

To assist in examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderers for clarification, if any, required for such examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

### **35 NEGOTIATION**

- 35.1** The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.
- 35.2** Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

### **36.0 COUNTER OFFERS**

In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalizing the tender.

### **37.0 ACCEPTANCE OF TENDER**

- 37.1** The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such

cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender.

- 37.2** The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.

**37.3 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 up to the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow.

**38.0 LETTER OF ACCEPTANCE**

- 38.1** Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, by Registered Post at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.
- 38.2** The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the Bid Security to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.

Eastern Railway  
Office of the Divisional Railway Manager  
Eastern Railway, Howrah Division

**SPECIAL CONDITIONS OF CONTRACT-GENERAL**

**1.0 GENERAL**

**1.1 Books of reference:** Tenderer should purchase (Or download) a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go through them:

- a) The General Conditions of Contract, 2022 edition with all correction slips issued time to time and upto-date, hereinafter referred to as '**GCC-2022**' for the purpose of general condition of contract and

**1.2 Inconsistency in this tender document** All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the special conditions and specifications, the special conditions and specifications shall prevail. It must be noted that English version of this entire document will prevail.

**1.3** All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

**1.4 This tender complies with Public Procurement Policy Order 2017 Dtd. 15/06/2017.**  
**(Authority- Railway Board's Letter No. 2015/RS(G)/779/5 Dated 16/03/2018)**

**2.0 PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE**

**2.1** The contractor shall not allow any road vehicle belonging to him or to his agents to ply in railway land next to running railway line. If for execution of certain works, such as earthwork, supply of ballast etc, it becomes necessary to use road vehicles in railway land next to the running railway line, the contractor shall apply to the engineer-in-charge for giving permission for such type of work with individual vehicles number, names and license particulars of the drivers, locations of works, duration and timings for such movement etc. The engineer-in-charge or his authorized representative will personally counsel, examine and certify all such road vehicles drivers, contractor's flagmen and supervisor, and will give written permission with name of road vehicles, their drivers, contractor's flagmen and supervisors etc to be deployed on the work along with location,

period and timing of the work. This permission will be subject to obligatory conditions detailed hereunder in subsequent sub-Para:

- 2.2** The nominated vehicles and their drivers will only be utilised for the work and only in presence of at least one of the flagman and one of the supervisor certified for such work as above.
- 2.3** The vehicles shall ply at least 6.0 M clear of track. Any movement or work at less than 6.0 M and up to minimum 3.5 M clear off track center shall be done only in presence of railway employee authorized by the engineer-in-charge. No part of the road vehicles will be allowed at a distance at less than 3.5 M from track center. Cost of such railway employee shall be borne by the Railway.
- 2.4** The contractor shall remain fully responsible for ensuring safety and, in case of any accident, shall bear cost of all damages to his equipment and men and also all damages to the Railway and its passengers. The Engineer-in-charge may impose any other conditions necessary for a particular work site.
- 2.5** The road vehicles can ply along the railway line after suitably cordoning off the railway line at a minimum distance of 6.0 M from the center of the nearest railway line. For plying of the road vehicles during night hours, adequate measures shall be prescribed in writing by the engineer-in-charge along with a site sketch and the same should be communicated to the contractor, contractor's representative, supervisor-in-charge of the work and of the section.

### **3.0 PREVENTION OF ACCIDENTS**

- 3.1** The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.
- 3.2** The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.
- 3.3** The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.
- 3.4** Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organization and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

### **4.0 ENGAGEMENT OF ENGINEERING GRADUATES AND DIPLOMA HOLDERS**

- 4.1** In addition to the technical staff, which the contractor may already be having, the contractor will be required to employ immediately on commencement of the work, fresh unemployed Civil Engineering Graduates/Diploma Holders having no experience, based

on the value of contract as specified below for full duration of the contract [ Authority: Railway Board's letter no. 2012/CE-I/CT/O/20, dated 10.5.2013]:-

<b>S N</b>	<b>Contract Value</b>	<b>No. of Engineering Degree Holders or Diploma Holder to be employed</b>	<b>Duration</b>
a	Rs. 200 lakh and above	One Qualified Graduate Engineer	Till completion of the work
b	More than Rs. 25 Lakhs but less than Rs. 200 Lakh	One Qualified Diploma holder Engineer	Till completion of the work

- 4.2** In case the contractor fails to employ the qualified Engineer as aforesaid in para 4.1 above, he in terms of provision of the clause will be liable to pay an amount Rupees Forty Thousand and Rupees Twenty Five Thousand for each month or part thereof for the default period for the provision as contained in para 4.1a and 4.1 b above respectively.

- 5.1 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/encased 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.

- 5.2. (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.

5.3. **(ii)** Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, 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 GCC, the Security Deposit shall not be forfeited.

5.4. 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 6(b) of this chapter will be payable with interest accrued thereon.

## **6. 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 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

**(b)** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting **5% of the original contract value and additional Performance Guarantee as per clause 16(4)(h) of GCC 2022.**

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

**Note:- Following paragraph regarding issuance of BG through SFMS Platform may also be added as standard proforma of the BG (i.e. end paragraph of the BG preceding the signatures of the issuing authority of the BG).**

(iii) Insurance Surety Bond as per Annexure-XVII of GCC

**Note:-**

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

(iv) Government Securities including State Loan Bonds at 5% below the market value;

(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

**(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 encased in addition to forfeiture of Security Deposit available with railway.

**(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 the GCC

**(h)** If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

## **7. RECOVERY OF INCOME TAX**

- i) In terms of section 101 (c) of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer. However, where specified written instructions are received from the respective Income Tax Officers in regards to this contract, the same would be followed.
- ii) Income Tax @ 2% of the gross amount will be recovered from all bills of the contractor in terms of Section 194(C) of the Income Tax Act, 1961 as introduced through the Finance, Act, 1972.

## **8. COMPLIANCE WITH THE GST ACT, 2017**

### **8.1 Implementation of GST Act. 2017 PROCEDURE FOR PAYMENT OF CONTRACTUAL**

**8.2** It will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed.

**8.3** The procedure as mentioned below is to be followed while dealing with contractor's payment, as per GST applicable.

- (A)(i) All works contract are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per Clause-8, Chapter-III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).
- (ii) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agree mental rates, duly segregating the.
- (iii) Since the agree mental rates of contract are inclusive of all taxes as per Clause 37 of GCC-2022, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account/final contract certificate shall be done as under:

Let  $Z$  = Gross amount of work executed on the basis of quantum of work executed and agree mental rates.

$X$  = Amount of work executed excluding GST amount.

$Y$  = GST amount as per applicable GST rate for than goods/service code.  $R$  = Percentage rate of GST for that goods/service code.

Then,  $Z = X + Y$ ,  $Y = X * R / 100$

(iv) Percentage rate of GST was various types of goods/services as finalized by GST council can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(B) (i). Once the 'on account/final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST' amount (i.e. "X" & "Y" as mentioned in para 8.2(A)(iii) above) along with Invoice No. (bill No.) and all other details required under GST Act. The sample GST compliant invoice is available as Annexure-X.

(ii) In case contractor is liable to be registered under GST ACT, Railway shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 8.0 (A) (iii) above) duly deducting all other leviable taxes like I/Tax, labour, cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in para 8.0 (A)

(iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv) In case any need arise to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

## **9.0 VARIATION IN QUANTITY**

- 9.1. **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.
- 9.2. (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.
- (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.
- (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.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the

limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

- 9.3. **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

## **10.0 SPECIFICATIONS OF WORK AND MATERIALS**

- 10.1** Entire work shall be carried out in accordance with the specifications contained in Tender Schedule, subject to modification, addition, supersession by the special specifications contained in this tender document.
- 10.2** Any specifications, not covered by this tender document, shall be in accordance with relevant BIS codes, RDSO, CORE, IRC codes or as approved by the purchaser read in the order as they appear here.
- 10.3** Materials to be supplied by the contractor for the work shall conform to specifications contained in the Tender Schedule. If called upon, the contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.
- 10.4** All paints to be used shall only be those manufactured by one of the following firms or any other approved brand and of colour approved beforehand by the Engineer. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the Engineer before use.
- M/s Jenson Nicholson.
  - M/s British/Berger Paints.
  - M/s Shalimar Paints.
  - M/s Asian Paints
- 10.5** Guidelines for procurement of Steel Items in Railway Project/Contracts.  
Ref: EDCE(G)/Railway Board's letter No.2007/CE-I/CT/8 dt.01.05.12
- (a) All reinforcement Steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents – IS: 1786 and IS : 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

- 10.6** Contractor shall furnish copy of the test certificate for cement, reinforcement steel, structural steel issued by the manufacturer for lot from which supply has been taken by the contractor and also furnish the source where the same has been purchased. The Railway reserves the right to take the samples of the materials supplied by the contractor and to get the same tested in reputed laboratories at the cost of the contractor and the results thereof shall be binding on the contractor. Cement bags should bear the information in legible marking of manufacturers name, registered trade mark of the manufacturer if any, type of cement, weight of each bag in kg, date of manufacture as well as month and year of manufacture, and will bear ISI certification mark.
- 10.7** Samples of materials to be supplied by the contractor may be got tested at the contractor's cost in any recognized laboratory at the sole discretion of the Engineer.
- 11 The Railway may give to the contractor any plant and equipment, if available, for execution of the work, free of cost, on a specific request made by the contractor to the Railway. However, the Railway shall not entertain any claim of the contractor for compensation due to the Railway's failure to do so. The Railway shall also not entertain any excuse of the contractor for slow progress or non-performance of the work due to the Railway's inability to supply such plants and equipments.
- 11.1 Issue of such plants and equipments shall not be allowed as a matter of routine, rather shall be permitted only in those cases where need for help from the Railway could be established having regard to the nature and urgency of the situation and without adversely affecting normal requirements of the Railway. A statement of materials issued, should invariably be furnished along with the final bill by the contractor.
- 11.2 The contractor shall bear the cost of carriage, including other incidental charges such as loading, unloading, handling etc, of the plants and equipments to the site of the work and also back to the depot from where they were issued.
- 11.3 No cutting of holes shall be allowed in the plants and equipments thus issued and they shall be returned to the Railway in a completely good and serviceable condition. In case of failure of the contractor to return any plants and equipments in a good and serviceable condition, the cost, thereof, shall be recovered from contractor. Decision of the engineer-in-charge of the work shall be final in determining condition of the plants and equipments and the same shall be binding on the contractor.
- 11.4 Running expenses including fuel, lubricants and stores and labourers, for the plants and equipments supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.
- 11.5 Staff and stores for running the plant may be supplied by the contractor with approval of engineer-in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipments concerned.

## **12.0 RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS**

- 12.1** The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.
- 12.2** The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.
- 12.3** Part of the work finished but not taken over by the Railway shall be treated as contractor's materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

## **13.0 RECOVERY OF CESS**

### **Building and other construction workers (Regulation of employment and conditions of service) Act, 1996 - West Bengal (applicable for work in West Bengal only)**

The tenderer for carrying out any construction work in West Bengal must get themselves registered from the Registering Officer under Section-7 of the Building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and Rules made thereto by the Govt. of West Bengal. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of West Bengal (Labor Department). For enactment of this Act, the tenderer shall be required to pay Cess @ 1% of cost of Construction work to be deducted from each bill. Cost of materials shall be outside the purview of cess, when supplied under a separate schedule item.

## **14. PAYMENT OF ADVANCES TO CONTRACTORS:(DELETED)**

### **15. Price Variation Clause (PVC) in works contract**

**15.1. Applicability: 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).

**15.1.1 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.

**15.1.2 Validity:** Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

**15.1.2.1** Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

**15.1.2.2 Payment/recovery for overall market situation as per Price Variation Clause will be governed as per the General Conditions of contract 2022.**

**15.1.2.4 Price Variation during Extended Period of Contract**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.
- (b) **In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.**

**16.0 Quality Assurances and Reduced Payment:**

- i) The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC 2022.
- ii) Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.
- iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.
- iv) In case a contractor executes a work which is structurally up to specifications, but sub- standard in finish, the same may be approved and accepted by the Railway in cases where finish is not so important, at Railways sole discretion, provided that where such a work is accepted, the payment for such work shall be made @ equivalent to 90% (ninety percent) of the rates accepted for such work in the Schedule of items.

**17.0 The contractors must abide by and comply with the provision and Rules of Contract Labour (Regulation & abolition) Act, 1970 and Central Rules 1971.** The provisions of Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation and Abolition Central Rules 1971 with all the additions, alterations and amendments as may be made from time to time shall be fully binding on the Contractors and shall become part of this contract. The violation of any of the statutory provision of the said act and rule shall be treated as breach of essential and substantial terms and conditions of the contract and with the result the contract may be abrogated forthwith either at the initiative of the Rly. Administration (Principal employer) one of the parties to the contract or as per order and / or directive of the competent authority under the said Act and Rule with or without any notice whatsoever and that without payment of any damages whatsoever, which may arise as a consequence of such abrogation of the Contract. The contractor besides his other liabilities shall also be bound and liable to the Railway Administration (Principal employer) being one of the parties to the contract or to pay and/or compensate for the expenses which the Rly. had to incur to fulfill any terms and conditions and/or provisions of the said Act and Rules because of failure of the



parties and of the contractor to fulfill these terms and condition and/or provisions of the said Act and Rules and the Rly. Administration (Principal employer), one of the parties to be contract shall be at liberty to deduct the amount as may be ascertained in the manner as provided for in the Act and rule or otherwise at its direction.

**A. Contractor is to abide by the provisions of payment of Wages act & Minimum wages act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labor and their payment in this portal. These details shall be available in public domain. The registration/updation of Portal shall be done as under:**

- (a) Contractor shall apply for onetime registration of his company / firm etc. in the Shramikkalyan portal within requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by the Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favor.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

**B.** While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that " I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalysn portal at 'www.shramikkalyan.indianrailways.gov.in' till

\_\_\_\_\_Month, \_\_\_\_\_Year

#### **18.0      Apprentice Act-1961:**

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules & orders issued hereunder from time to time in respect of Apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out of contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will breach of the contracts the Rly. may in its direction recind the contract. The contractor shall also be liable for any pecuniary liability arising account of any violation of the provisions of the Act.

#### **19.0      Observance of Statutory Act. Rules, etc.**

The Contractor(s) will be bound by the provision of the minimum wages Act, 1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment, i.e. on road Construction, building operation and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repairs of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tank etc. and also maintenance and repairs of the same. The provision of the minimum wages Act will also apply to ordinary maintenance works and petty woks also. The schedule of minimum wages as prevalent shall be fallowed.

**20.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR. Railway Board letter no. 2012/CE-I/CT/O/20 dt. 10.05.13.(Clause-26 of GCC)**

- 20.1** The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workman & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 20.2** The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 20.3** In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

**21.0 SUPPLY OF RAILWAY MATERIALS:**

- 21.2** The Railway may supply various materials, free of cost, for various items of the work in the schedules unless otherwise specified in this tender subject to their availability:
- 21.3** If these materials are not available with the Railway, the same shall be supplied by the contractor.
- 21.4** Materials, supplied by the Railway, shall be supplied at the store godowns of the JE/SE under whom the work will be executed and the contractor shall carry the materials from there to the site of the work by road or by loading into wagons at his own cost as per direction of the Engineer-at-site. Detention of wagons, if any, shall be on the contractor's account. The tendered rates for items, where materials shall be supplied free by the Railway, shall include loading, unloading, leading, lifting, stacking, handling, rehandling, crossing of lines, tracks, obstructions etc of such materials. No extra payment shall be made in this respect.
- 21.5** Materials, to be supplied by the contractor, shall be delivered at the site of consumption and the Railway shall make no payment towards handling, transport, storage and safe custody of the same.
- 21.6** While transporting and storing materials supplied by the Railway, the contractor shall guard against any deterioration, damage or loss due to any cause whatsoever (i. e. cement becoming set due to moisture, steel getting rusted etc) and the contractor shall make necessary precautionary arrangement for this at his own risk and cost. Cost of materials damaged by the contractor shall be recovered as detailed in the Para below.
- 21.7** Quantity of materials, supplied by the Railway to the contractor, shall be regulated by the Railway commensurate with progress of the work and shall be issued only on a written demand from the contractor from time to time.
- 21.8** All materials issued in excess of requirement by the Railway to the contractor shall be returned by the contractor in good condition free of cost at the store godown of the stockholder from where they were issued.
- 21.9** If the contractor fails to return excess materials issued to him, cost of such excess materials shall be recovered, for the quantity of each of such materials not returned, at the rates 1.5 times the prevailing procurement rates at the time of last issue of each of such materials plus 5 % (five percent) for freight and 2 % (two percent) towards incidental charges. The rates thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.
- 21.10** While transporting materials, whether supplied by the Railway or by the contractor, the contractor shall be fully responsible and answerable for any dislocation or damage caused by him to rail traffic or to roads and for any accidents which may occur en-route and shall make good the same at his own

risk and cost. It is deemed that the contractor has fully indemnified the Railway against any claims made by any party for such dislocation, damage or accident. In the event of the contractor failing to make good such loss, the Railway shall do so, at the contractor's cost, at its sole discretion.

**22.0 PAYMENT & RECOVERY TERMS**

**22.1** Payment will be made after the satisfactory completion of works, certified by concerned **Sr. Section Engineer/TRD.**

**22.2** Bill should be submitted in quadruplicate to consignee on specific form to be had from Sr. Divl. Elect. Engineer (TRD), Howrah's Office.

**22.3** Subject to any deduction or recoveries which the purchaser may be entitled to make under the contract, the contractor shall, unless otherwise agree to be entitled to get the payments subject to conditions stipulated in the subsequent clauses.

**22.4 SUPPLY PORTIONS**

On account payment of materials will be made to the extent of 90% of the total unit prices of such materials included in scope of work, on receipt of the materials in good condition at site. All invoices shall be accompanied by followings :

- i) Supplier's challan.
- ii) Inspections certificate granted by purchaser's representative.
- iii) Certificate of receipt of materials at the work site duly accepted by purchaser's Engineer.
- iv) Certificate that the stores have been insured.
- v) Execution of Indemnity Bond as per Form – 3.
- vi) Certificate of current statutory taxes and duties.
- vii) Detailed entries for supply being made in the Measurement Book.

**22.5 FOUNDATION AND ERECTION PORTION**

On account payment to the extent of 90% of the total unit price of erection, testing and commissioning included in scope of work on satisfactory erection duly certified by Purchaser's Engineer/Representative and as recorded in the measurement book.

**22.6 FINAL PAYMENT OF BALANCE 10% OF SUPPLY, FOUNDATION AND ERECTION PORTION**

Subject to the conditions as detailed below, balance 10% payment for both supply and erection, testing and commissioning charges included in scope of works shall be paid on commissioning of the complete work and issue of provisional acceptance certificate.

**22.7** Income tax shall be recovered @ 2% of gross amount or as notified by the Government.

**22.8 POST PAYMENT AUDITS**

It is an agreed term of the contract that the purchaser reserves to itself the right to carry out a post payment audit and or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

**22.9 CONDITION FOR PAYMENT TO BE MADE THROUGH ECS/EFT**

- i) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
- ii) Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch name & address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para (ii) above).
- iv) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

## **22.10      Letter of Credit (LC):**

- i. For all the tenders having advertised cost of Rs. 10 Lakhs or above, the contractor shall have the option to take payment from Railways through a Letter of Credit(LC) arrangement.
- ii. The option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of LC option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract
- v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - a) The LC shall be a sight LC.
  - b) The contractor shall select his Advising/Negotiating Bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - c) SBI, New Delhi, Main branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts units for tenders opened in financial year 2018-19. SBI branches where the respective railway accounts office has its account (Local SBI Branch) will be the issuance/reimbursing branch for LC issued under this agreement. The bank shall remain same for this tender till completion of contract. The incidental cost at 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the Contractor and shall be recovered from his bills.
  - d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of contract, and request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit(LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Form 20) after passing the bill for completed work to enable Contractor to claim the authorized amount from their bank.
  - g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
  - h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
  - i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railways Accounts Office to Railway's bank (Local SBI Branch)
  - j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
  - k) The payment against LC shall be subject to verification from Railway's bank (Local SBI Branch)
  - l) The contractor's bank (advising bank) shall submit the documents to the

- Railway's bank (Local SBI branch)
- m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to the Contractor's bank (advising bank) for crediting the same to contractor's account.
  - n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
  - p) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e., not through LC.

## 23.0

### **SPECIAL CONDITIONS OF CONTRACT**

Sl. No.	Item	Detail	Special condition
1.	Specifications	Specifications and standard drawings	Railways will not provide any specifications etc., required in connection with the execution of work as mentioned in the tender document. However, where necessary, the contractor can purchase the drawings, documents at his own cost from the office of RDSO/CORE/BIS on payment. No delay in execution of work shall be accepted on this account.
2.	Materials	Procurement of stores	All materials to be supplied by the contractor have to be duly inspected by RITES. (If value of the item is very small, the same would be inspected by a competent supervisor as appointed by Sr. DEE / TRD / HWH). No payment will be made unless the inspection certificate has been submitted along with supplier's original challan. The materials have to be procured only from approved regular sources of RDSO / CORE / CEE Office as applicable.
		Transportation of Stores, Loading/ Unloading of material	Transportation of all materials have to be carried by the contractor with his own arrangements at their cost and Railway will neither provide any assistance towards transportation of materials nor any cost towards transportation of materials required in connection with the execution of work. The materials will be supplied to the consignee.
		Availability of Materials	All tools and plants and materials required for the next fifteen days at the site of work shall be physically made available at the site.
3.	Execution	Plan for execution	The tenderer is required to submit a plan for execution of the work on BAR Chart so as to complete the job in the specified period along with offer. During execution, contractor will give weekly plan and daily progress report.
		Lighting Arrangements	Contractor will have to arrange for adequate lighting for night working.

		Working shifts	Staff shall be available to work in shifts. Shifts shall be decided from railways side from time to time and contractor will maintain flexibility in shift timings.
		Tools and Plants	<p>All materials like tools, tackles, materials handling equipment, rope, lifting tackles and safety tools/gadgets etc., as required for this work shall have to be arranged by the contractor at his own cost for sufficient quantity for successful completion of work. The contractor has to keep following major tools and plants in the site in working order at any time whichever is required.</p> <p>Tirfur 1.5 Ton.  Tirfur 3 Ton.  Tirfur 5 Ton.  Pull Lift ¾ Ton.  Pull Lift 1.5 Ton.  Pull Lift 3 Ton.  Discharge Rod.  Chain Pulley.  Come along Clamps with D shackles.  Ladder Aluminum / FRP telescopic 22feet.  The requisite quantities would be specified by the consignee, which must be supplied by the contractor.  Apart from the above, other tools and plants as directed by the consignee must be supplied by the contractor without delay.</p>
		Power Block Working	Any work falling under power block will be determined by the Railway Engineer and the power blocks will be arranged by the Railway Supervisor. The contractor has to work with minimum power block as decided by the Railway.
4.	Tests	Tests	The cost incurred in carrying out Cube test inclusive of C&M test for unscheduled/CEE approved test for concrete foundation sample shall be borne by the contractor.
5.	Penalties	Delays and penalties	Penalty shall be imposed both for non-completion of work as detailed in the plan for execution of the job and non-supply or materials by the tenderer/ contractor in time.

\_\_\_\_\_E N D\_\_\_\_\_

**EXPLANATORY NOTES FOR TENDER NO. :ELD-125-WC-OT-39A-25**

**Name of Work: -Provision of Anti-climbing device, Fixing of Anti-Bird Disc on Insulators, UV protected HDPE Mesh inside Portal booms and G-Jumper both side at overlaps to improve reliability of 25 KV AC OHE in Howrah Division of Eastern Railway.**

**EXPLANATORY NOTES**

**GENERAL**

- i) Unless specifically indicated Railway will not supply any other materials and contractor has to arrange his own tools and tackles for carrying out the work.
  - ii) As the work is to be carried out in electrified running lines, contractors has to take all safety precautions for his staff and Railway shall not be responsible for any accidents or injuries to contractors labour during execution of work.
  - iii) Contractors shall take due care and caution to avoid any damage to Railway property during execution of work. Any damage /loss to Railway property due to negligent working of contractor shall be realized from the payments due to him.
  - iv) Safety of materials against theft after erection till the final charging shall be contractor's responsibility. This clause equally applies to materials supplied by Railway to the Contractor for erection.
  - v) Railway reserves the right to undertake, any of the items covered under this schedule departmentally in case of urgency/accident etc. Contractor shall not have any claim on such work done by the Railway.
  - vi) All the materials should be supplied as per latest RDSO approved specification wherever applicable.
  - vii) All supply items will be from RDSO approved vendors wherever applicable
- Contractors are responsible for ensuring the safety of the public during the execution of works, as per Clause 34.(4) of the Indian Railways General Conditions of Contract. Works can be suspended or penalty may be imposed if safety concerns arise, and the contractor must comply with instructions from railway authorities

Before starting of work the location of work in the section will be finalized by the purchaser, planning of work will be done accordingly.

Supply of material will be in phased manner. After the work is awarded to successful tenderer, planning for execution of work will be made by the contractor in consultation with approval of competent officer. Based on the work planning, supply of material will be planned in phases to meet up the requirement for proper and smooth execution of the work.

**SCHEDULE-A1 GENERAL (UNDER NON-POWER BLOCK)**

**SL. No. 1     Supply of anti-bird disc for prevention of bird fault as permaintenance instruction No. TI/MI/0059-Rev.1 or latest.**

The price shall include Supply of Anti-Bird disc of polycarbonate material for Porcelain/composite type ST, BT, 9T Insulators) as per RDSO drawing no. TI/DRG/OHE/ABD/RDSO/00000/19/0 (Rev Sh.2/2) updated on date 20.03.2025 or latest if any and shall be followed properties as mentioned in RDSO SMI. TI/MI/0059 Rev-3 dated March-2025. Material of Anti Bird Disc should be poly carbonate material as per clause No. 4.0, Table 1, Group 01 of Class 2 of latest ASTM D3935- 21 and flammability rating of V-2 or Higher as per UL-94, wherein, material are classified among fire rating HB (Least flame retardant) to 05VA (Highest Flame retardant) And remaining Material properties should be like as mentioned IN RDSO SMI. TI/MI/0059 Rev-3 dated March-2025. Sample of Anti-Bird Disc along with associated parts/fittings must get approved before supply from competent authority i.e. Sr.DEE/TRD/HWH. The Successful Contractor shall to submit manufacturer test reports and certificates/challan/invoice etc. and Test protocol and inspection test certificate report should be in format (clearly mention characteristics and test methods) as mentioned in RDSO SMI. TI/MI/0059 Rev-3 dated March-2025 para 4.1(h). Material transportation charges from depot to site and vice versa shall be arranged by successful tenderer himself, if any site visit required for work related matters, then have to arranged by successful tenderer own himself.

SL. No. 2 **Supply & erection of UV stabilized, HDPE mesh inside OHE structures as per RDSO maintenance instruction TI/MI/0050/Rev I or latest as per explanatory notes and technical specifications.**

The price shall include supply & erection of High-density polyethylene (HDPE) monofilament netting type III, UV stabilized as per IS 16008(part-2)-2016/PVC virgin HDPE Net as per specifications mentioned in RDSO Maintenance instruction no. TI/MI/0050 Rev-1 dated 27.09.20221 or latest if any. The price shall also include the supply & erection of cable ties shall also be similar material as specified in SMI WITH High tensile strength for binding of Nylon/plastic net on OHE portals/TTC/booms/up rights/DAs etc. as per site requirement. (Use of metal wire for binding is strictly prohibited). Minimum 10-12 numbers cable ties per square meter will be required. The length of each cable tie will vary from 200mm x 8mm x 2.2mm to 300mm x 8mm x 2.2mm or as per site requirement. Other dimensions of cable tie will be as per specifications mentioned in SMI – TI/MI/0050 Rev.1 or latest. Tenderer have to do erection of nylon net under power block. So tenderer should have to depute skilled and competent staff. This work covers entire Howrah Division jurisdiction area supply and erection of nylon net charges are covered under this item. To achieve above objective, maintenance instruction shall be adopted as mentioned in this SMI wef. from 09/2021. The Successful Contractor shall to submit manufacturer test reports and certificates/challan/invoice etc. and Test protocol and inspection test report should be in format (clearly mention characteristics and test methods) as mentioned in RDSO SMI. TI/MI/0050 Rev-1 para 4.1 to 4.4. Sample of Nylon/plastic net and cable tie must get approved before supply from competent authority i.e. Sr.DEE/TRD/HWH. Material transportation charges from depot to site and vice versa shall be arranged by successful tenderer himself, if any site visit required for work related matters, then have to arranged by successful tenderer own himself

**SCHEDULE-A2 GENERAL (UNDER POWER BLOCK)**

SL. No. 1 **Erection of anti-bird disc as per maintenance instruction No.TI/MI/0059- Rev-1 or latest**

The Price shall cover the Erection of Anti-Bird disc (for Porcelain ST, BT, 9T Insulators) as per RDSO SMI (Special Maintenance Instruction) no. TI/MI/0059 Rev-3 dated March-2025 including Nut/bolt/washer, all parts/fittings/fasteners. This work covers entire Howrah Division jurisdiction area. Only erection of Anti-bird disc charges are covered under this item.

SL.No.2 **100 % extra for power block charges for erection of Anti Bird disc.**

The price under this item cover extra charges over and above erection rates of item no.1 of Schedule-A1 General (under non-power block), for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shut off of traction power). The price payable under this item shall be 100% extra over the erection rates of the item referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the Purchaser from time to time.

**SCHEDULE-B1-FERROUS (UNDER NON-POWER BLOCK)**

SL.No.1 **Supply of RRA clamp with packing saddle complete set as per RDSO Drawing No. ETI/OHE/P/1370)(Rev-J) or latest.**

The price shall cover cost of Supply of RRA clamp with packing saddle complete set as per RDSO Drawing No. ETI/OHE/P/1370)(Rev-J) or latest.

SL.No.2 **Supply of Monkey anti Climbing device (Cylindrical type) on OHE masts**

The price shall cover the cost of supply, transportation to site of anti-monkey climbing device (Cylindrical type) etc. with all fittings on all type of OHE mast (BFB/RSJ/B-150 to 250/K-150 to 250 etc.) as per latest RDSO Spec. maintenance instruction no. TI/MI/0056, Rev-3 or latest.



- SL.No.3     **Supply of Monkey anti Climbing device (Cylindrical type) on OHE Portals/TTC**  
The price shall cover the cost of supply, transportation to site of anti-monkey climbing device (Cylindrical type) etc. with all fittings on all type of Portal/TTC (N/O/R/BFB/GU/TTU etc.) as per latest RDSO Spec. maintenance instruction no. TI/MI/0056, Rev-3 or latest.

#### **SCHEDULE-B2-FERROUS (UNDER POWER BLOCK)**

- SL.No.1     **Erection of Monkey anti Climbing device (Cylindrical type) on OHEmasts.**  
The price shall cover the erection of anti-monkey climbing device (Cylindrical type) etc. with all fittings on all type of OHE mast (BFB/RSJ/B-150 to 250/K-150 to 250 etc.) as per latest RDSO Spec. maintenance instruction no. TI/MI/0056, Rev-3 or latest.
- SL.No.2     **Erection of Monkey anti Climbing device (Cylindrical type) on OHEPortals/TTC**  
The price shall cover the erection of anti-monkey climbing device (Cylindrical type) etc. with all fittings on all type of Portal/TTC (N/O/R/BFB/GU/TTU etc.) as per latest RDSO Spec. maintenance instruction no. TI/MI/0056, Rev-3 or latest.

#### **SCHEDULEC1NON-FERROUS (UNDER NON-POWER BLOCK)**

- SL.No.1     **Supply of 160 sq. mm small jumper wire.**  
The price shall cover supply of 160 Sq.mm. flexible Copper jumper in meter from Rly approved source.
- SL.No.2     **Supply and erection of PG Clamp (1030 - 3)**  
The price shall cover supply of PG Clamp (1030 - 3) from Rly approved source.
- SL.No.3     **Supply and erection of PG Clamp (1040 -3)**  
The price shall cover supply of PG Clamp (1040 - 3) from Rly approved source.
- SL.No.4     **Supply of Catenary ending clamp**  
The price shall cover supply of catenary wire ending clamp as per the RDSO drawing no. ETI/OHE/P/1120 (Mod.B)from Rly approved source.
- SL.No.5     **Supply of Contact ending clamp**  
The price shall cover supply of Contact wire ending clamp as per the RDSO drawing no. ETI/OHE/P/110-2 Rev-Efrom Rly approved source.
- SL.No.6     **Supply of Catenary Splice**  
The price shall cover supply of Catenary wire Splice as per the RDSO drawing no. ETI/OHE/P/1090from Rly approved source.
- SL.No.7     **Supply of Contact Splice**  
The price shall cover supply of Contact wire splice as per the RDSO drawing no. ETI/OHE/P/1080-1(Mod.B)from Rly approved source.
- SL.No.8     **Supply of Parallel clamp (150/160), RI- 1050-3 complete withParallel clamp part (RI- 1051-3), Bolt with Nut (M-16x50@47&41@ & SpringWasher (B16) as per drg no. ETI/OHE/P/1050-3, Rev-A and as per RDSO Spec No. TI/SPC/OHE/Fittings/0130-10/13- Rev-1.**  
The price shall coverSupply of Parallel clamp (150/160), RI- 1050-3 complete with Parallel clamp part (RI- 1051-3), Bolt with Nut (M-16x50@47&41@ & Spring Washer (B16) as per drg no. ETI/OHE/P/1050-3, Rev-A and as per RDSO Spec No. : TI/SPC/OHE/Fittings/0130-10/13- Rev-1.

**SCHEDULE C2NON-FERROUS (UNDER NON-POWER BLOCK)**

SL.No.1      **Erection of 160 sqmm. copper jumper**

The price shall cover erection of 160 sqmm. Jumper along with the all fittings (i.e PG clamp).

**"End of document"**

**FORM 20**

LCDA No (18 DIGIT IPAS GENERATED NO.)  
Dated:

**DOCUMENT OF AUTHORIZATION**

Reference: (i) Works Contract/Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

The document is issued against contract No. \_\_\_\_\_ (FROM IREPS) \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ for supply/work of \_\_\_\_\_ (DESCRIPTION OF GOODS/WORK FROM IREPS) \_\_\_\_\_  
\_\_\_\_\_

The beneficiary of the aforementioned Letter of Credit M/s... (NAME AND VENDOR CODE)... (Vendor Code...as per IREPS.....) is entitled to receive payment aggregating INR....Rs,.....(FROM ABSTRACT OF BILL PASSED).... Out of a total LC amount of INR...(FROM MASTER TABLE OF LC OPENED)..... Against the first/second\* commercial Invoice No.(FROMIPAS) \_\_\_\_\_ dated.....FROM IPAS \_\_\_\_\_ for INR(FROM IPAS) ----- raised against the above Contract from State Bank of India--- (branch-FROM LC MASTER TABLE) on the strength of this certificate.

The details of payment already made to the beneficiary under this Letter of Credit are asfollows:

S.No	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

This payment: \_\_\_\_\_ Rs. \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorized Railway authority)  
Name Designation Official Seal

**ANNEXURE-I**

## DETAILS OF WORKS COMPLETED BY THE TENDERER DURING LAST THREE YEARS

SN	NAME OF WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF WORK	NAME AND ADDRESS OF CLIENT/DEP T.	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF WORK	SCHEDULED DATE OF COMPLETIO N	ACTUAL DATE OF START OF WORK	ACTUAL DATE OF COMLETIO N	PAYMENT RECEIVED UP TO DATE	FINAL VALUE OF CONTRACT
1	2	3	4	5	6	7	8	9	10	

Signature of the Tenderer  
with Date and stamp

**ANNEXURE- II****DETAILS OF PLANT AND MACHINERY WITH THE TENDERER**

List of plant and Machinery available on hand (own) and proposed to be inducted (own and hired) for the subject work should be given separately

SN	DESCRIPTION OF PLANT AND MACHINERY	NO. OF SUCH PLANT AND MACHINERY	DATE OF PURCHASE AND OWNER	MANUFACTURER AND DATE OF MANUFACTURE	DRIVEN BY PETROL/DIESEL/ELECTRIC	CONDITION OF THE PLANT AND MACHINERY	WHERE CAN IT BE INSPECTED	OWNED/PROPOSED TO BE OWNED FOR THE WORK	FROM WHOM IT WOULD BE HIRED
1	2	3	4	5	6	7	8	9	10

Signature of the Tenderer  
with Date and stamp

**ANNEXURE- III****DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER**

List of Personnel and Organization available on hand (own) and proposed to be engaged for the subject work should be given

SN	NAME OF PERONNEL	AGE	TECHNICAL QUALIFICATI ON	RELATION WITH THE TENDERER	COMMENCEMENT OF PRESENT EMPLOYMENT	TOTAL EXPERIENCE	EMOLUMENT
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

Signature of the Tenderer  
with Date and stamp

**ANNEXURE-IV**

## DETAILS OF WORKS THE TENDERER PRESENTLY ON HAND

SN	NAME OF THE WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF THE WORK	NAME AND ADDRESS OF CLIENT/DEPT .	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF THE WORK	SCHEDULED DATE OF COMPLETION	PAYMENT RECEIVED UP TO DATE	APROXIMATE VALUE OF BALANCE WORK	REMARKS
1	2	3	4	5	6	7	8	9	10

Signature of the Tenderer  
with Date and stamp

**ANNEXURE- V****DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS WITH THE TENDERER**

S N	NAME OF OFFICER	RELATION OF THE OFFICER WITH THE TENDERER	DESIGNATION AND PLACE OF POSTING OF THE OFFICER WHILE WORKING ON RAILWAYS	DATE OF RETIREMENT OF THE OFFICER	PARTICULARS OF THE PERMISSION TAKEN FOR ASSOCIATION WITH THE TENDERER	HAS ALL NECESSARY CERTIFICATES ENCLOSED
1	2	3	4	5	6	7

Signature of the Tenderer  
with Date and stamp



**ANNEXURE- VI****LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS**

SL NO	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT .	AMOUNT OF CLAIMPREFERRED WITH DATE	CLAIM OF THE DEPTT,IF ANY	BRIEF REASON FORTHE DISPUTE	PRESENT POSITION OFTHE CASE
1	2	3	4	5	6	7	8

Signature of the Tenderer  
with Date and stamp

**ANNEXURE- VII****LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS**

SL NO	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT .	NAME OF THE COURT	REFERENCE AND DATE OF FILING THECASE	RELIEF SOUG HT	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THECASE
1	2	3	4	5	6	7	8	9

Signature of the Tenderer  
with Date and stamp

**NEFT MANDATE FORM**

FROM:

Date:

**TO  
FA&CAO,  
EASTERN RAILWAY,  
KOLKATA**

**Sub:-Willingness to Receive Payment through RBI's NEFT System.**

We refer to the National Electronic Fund Transfer (NEFT) System being set up by Eastern Railway, Kolkata for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

**NAME OF ORGANISATION AND ADDRESS :**  
**MICR CODE OF BANK :**  
**BANK NAME :**  
**BRANCH NAME :**  
**BANK ADDRESS :**  
**BRANCH TELE/FAX NO. :**  
**BANK ACCOUNT NO. :**  
**TYPE OF ACCOUNT :**

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

**Enclo : As stated above**

**Signature & Stamp**

Confirmed by Bank.

## ANNEXURE-V

Reference -Para 6.1 of ITT

### FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I.....(Name and designation)\*\*appointed as  
tenderer, the attorney/authorized signatory of the

M/s.....(hereinafter called the tenderer) for the purpose of  
the Tender documents for the work of  
as per the tender No. ....  
of.....(Railway)\*\*\*, do hereby solemnly affirm and state on the behalf of the tenderer  
including its constituents as under:

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](http://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 or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) \*\*.....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 or incorrect 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 besides 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)

SEAL AND SIGNATURE OF  
THE TENDERER

Place:

Dated:

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

**E. New Annexure-V(A), Part I of GCC shall be read as under**

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

***(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)***

I/We.....(Name), attorney/authorized signatory of the  
..... (constituent firm/constituent partner) and member/partner of the  
.....(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that ..... (constituent firm/constituent partner) 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.
2. 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),

SEAL AND SIGNATURE OF THE CONSTITUENT  
FIRM/CONSTITUENT PARTNER

Place:  
Dated:

\*\*\*\*\*