



EASTERN RAILWAY
ELECTRIC LOCO SHED
HOWRAH
TENDER DOCUMENT
OF
E-TENDER NOTICE NO.:
TRS-HWH-10-ST-192

Name of the Work:- “CAMC/Comprehensive repair/ renewal of of M/s Hind Rectifiers Ltd. (HIRECT) make 2 x 130 KVA Static Inverter (SIV) fitted in WAP-4 electric locomotives ” for two years

Type of Tender- Single

Signature of the Consignee

Signature of the Controlling Authority

Signature of the Approving Authority

Eastern Railway

Office of the Senior Divisional Electrical Engineer, Traction Rolling Stock ,Howrah.

Instructions to Tenderer 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 for the works mentioned against the tender notice no. available on the website. Tenderer are to bid online 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. No tender documents in hard copy will be sold against these tender Nos. Please read the instructions to the tenderer for e-tendering General Conditions of Contracts, Special Conditions of Contracts before filling the e-tender online.

1.2 E-tender forms are not transferable and same is to be submitted with digital signature by personal 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 the tender documents as well as schedule of tenders General and Special Conditions.

1.4 The tender offers complete in all respect and with all documents can be submitted online by e-tendering process through the website www.ireps.gov.in 15 days before the closing date and time of the tender. No manual offer shall be accepted.

1.5 The Railway may, of its own or in response to any clarification requested or suggested by any person including that from the tenderer may modify this tender documents at its sole discretion 15 days before the due date of the opening of the tender as corrigendum.

1.6 For the purpose of Corrigendum in the tender, NIT period is splitted as under :

1.6.a. Advertisement Period- Time during which all information pertaining to tender shall be available but offers can not be submitted.

1.6.b. Offer submission period- Fifteen days prior to opening of tender, during which tenderer 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. The Tenderers are requested to check the website before submitting their offer whether any such corrigendum to Tenderers has been issued or not and revise the offer if required accordingly. (Ref.:- Railway Board's Letter No. 2014/CE-I/WP/5, Dated. 05.02.2016).

1.7 These documents is the standard tender documents which consists of the instructions to the tenderer, NIT, GCC, SCC, Scope of work, and various Annexure. All the above mentioned documents taken together if not scored off , shall constitute the complete tender documents hereafter referred to as Tender Documents and have to be read together and acted upon accordingly. No part of the tender documents can be relied upon or acted upon in isolation.

1.8 The Railway and the website will have no responsibility for incorrect evaluation of the cost and thereby incorrect cost of work and ranking of tenders, if the schedule is not filled in correctly and unambiguously for each items. 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 TOD) will be entertained for this the tenderer are advised to read the instructions GCC, SCC and other instructions carefully before submission of tender.

1.9 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the help desk of IREPS Portal who will render all helps and assistance related with the website and Portals 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 with the website and Portals or Servers etc beyond the control of the Railways.

1. 10 Railways and the IREPS website will not take the responsibility for any ONLINE Payment made by the tenderer and debited from his / their accounts towards the tender cost or Earnest Money due to wrong / mismanipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railways and IREPS website will not entertained any claim in this regard or refund the Paid amount.

1. 11 All documents uploaded or information furnished in the website are digitally signed by the competent authority.

1. 12 This tender documents includes many chapters , items, conditions, instructions, like as undertakings, Technical compliance, Commercial compliance, Standard Technical Criteria, Standard Financial Criteria, Similar nature of Works,

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General Instructions to the tenderer for e-tendering, SCC/ GCC and list of documents to be uploaded and deposited, NIT, Tender Forms, Scope of Works 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 documents and shall be read and acted upon together. No part of this tender shall be read , relied and / or acted upon in isolation.

1.13 Tenderer Postal Address: The address, E-Mail ID, Mobile Numbers and other Phone Numbers and other details given in the portal while registering will be considered as official address . All correspondences to the tenderer will be made in these registered modes. All communications 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 / Email ID. Further, Tenderer shall keep the Railway informed of changes in the Postal Address at all times in his own interest.

1.14 Submission of Tender:

1.14.1 Tender must be submitted ONLINE in the IREPS PORTAL on or before the time and date specified in NIT for closing. No Manual offers shall be received for this tender.

1.14.2 Tenderer can revise their offers for any numbers of times till date and time of closing.

1.15. Opening of Tender:

1.15.1 Opening of e-tender ONLINE: The e-tender will be opened ONLINE using the www.ireps.gov.in portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the completed details of rates etc of all the bidders shall be available to the bidders in the website after the opening of the tender.

1.15.2 In case the date of closing mentioned in the NIT is declared as Holiday, Bandh, Strike on any account the date of closing of tender ONLINE will not be changed as the application in the website in the IREPS does not permit submission of any offers after closing date and Time of the tender.

2. Scope of Work is given in Annexure-A which is uploaded separately but must be considered as an integral part of this instant Tender. In compliance with the description of the job detailed in Annexure 'A' it will be necessary that the work carried out must confirm the approved standard method laid down for the purpose .Full details of the actual operations that will be followed for undertaking the job should be detailed and submitted along with the tender.

3. It may be clearly understood that the Railways have the right of exercising checks that may desire to do so the operation, being carried out in Rly's premises. The Rlys. will also have the right to impose any inspection or all the stages of operation by person who may be nominated by the Railways.

4. COMPLETION PERIOD:

Period of completion of the work relating to subject tender shall be 02 years (24 months) from the date of actual start of work. Firm has to start working within 07 days from the date of issue of LOA.

5. PRICE:

(a) The rates shall be quoted in the price schedule given at the IREPS portal .

(b) Tax or Taxes are Levi able as per extant rules, the same will be paid at the rate as permissible for sale to Govt. on production of documentary evidence. If any tax is Levi able, the amount & rate should be quoted.

6. VALIDITY:

The offer of the tenderers shall be valid for acceptance for 60 days from the date of opening of the tender.

7. CONSIGNEE:

The consignee shall be SSE(IC)/E7/ELS/TRS/HWH, Dist.: Howrah (W.B.), & the representative of concerning section of SIV work in HWH, of Eastern Railway. Material movement activity in or out of shed premises will be handled by concerning Store section.

8.INSPECTION:-

8.i Before commencement of the CAMC work a joint inspection for all the equipments under CAMC to be done for assessment of the present condition of the equipments between the consignee and the firm.

8.ii Details of preventive maintenance in the given format to be recorded with sign of consignee and firm representative.

8.iii A joint note must be done between firm and consignee with total details before and after every brake down maintenance.

8.iv Spare material to be fitted by the firm during any time of the CAMC period must be inspected and cleared by the consignee with proper acknowledgement.

8.v Brake down hour must be recorded with documentation.

9. RLY. PASSES/CONCESSION:

No Rly. Passes/Concession tickets for men and materials will be granted to the contractor under any circumstances.

10. PENALTY CLAUSE IN CONNECTION WITH EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR:

Below Penalty clauses will be implacable for this tender:

A) All penalties mentioned in the latest GCC will be applicable.

B) All penalties mentioned in **RDSO SPECIAL MAINTENANCE INSTRUCTION No. RDSO/2016/EL/SMI/0291(REV.'0')**,

Dated: 21.06.2016 will be applicable for this tender.

The cumulative maximum penalty shall be limited to 10% of the billing amount.

A) Special Penalty Clause:

FOLLOWING PENALTIES SHALL BE IMPOSED:

(a) Penalty for not attending the Minor schedule (IA, IB, IC): Penalty @Rs.2000 per hour after 4 hours of specified time limit specified by Railway. Extra time after specified time limit may be considered only after approval of competent Railway authority.

(b) Major schedule (AOH, IOH, POH): Penalty @Rs.2000 per hour after 24 hours of specified time limit in Scope of Work. Extra time after specified time limit may be considered only after approval of competent Railway authority.

(c) In case no maintenance of HIRECT Make Static Inverter is done during schedules of locomotive in home shed, POH nominated shed irrespective loco shed for breakdown maintenance, penalty equivalent to 1.5 times of accepted rate per loco month per incidence will be imposed

(d) Penalty for delay in attending the breakdown calls:

As soon as failure of equipment under this CAMC the same shall be informed to contractor by shed/ Railway authority. The contractor shall attend the defects as early as possible but not exceeding 24 hrs. after the placement of locomotive in any shed/ Trip shed. Failing which a penalty @ Rs. 2000/- per loco per hour after 24 hours will be imposed till locomotive is given fit. **The service engineer shall report within Four hour at the designated shed to the nominated officer of Railway if breakdown call is given during normal working hours (06:00 – 22:00) and within three hours after normal working hours on all days of the week. Failing so penalty of Rs. 2000/- would be imposed per incident.**

(e) In the event of any asset failure of locomotives attributable to the HIRECT Make Static Inverter, a penalty of **Rs. 5,000/- (Rupees Five Thousand only)** shall be levied for each such failure. The determination of failure and the decision regarding imposition of penalty, as made by the competent authority of the Railway Administration, shall be final and binding.

Other terms and conditions regarding penalty the firm must refer the **RDSO SPECIAL MAINTENANCE INSTRUCTION NO.RDSO/2016/EL/SMI/0291 (REV.'0')**, **Dated.21.06.2016**. The cumulative maximum penalty shall be limited to 10% of the billing amount/ agreement amount.

11. INFORMATION RELATING TO TENDERS:-

Any information relating to the tender may be obtained from the office of Sr. Divl. Elect. Engineer/TRS/Howrah/ E.Rly Dist: Howrah (W.B.) on any working day during the office hours up to 16:00 P.M. except on Saturdays /Sundays/ Holidays.

12. TERMINATION OF CONTRACT:

In case of failure on the part of the contractor to complete the work within the stipulated period of completion or authorized extended period and breach of any terms and conditions of the contract by the contractor, the Railway Administration reserves the right to terminate the contract without assigning any notice as per Latest GCC.

13. BID SECURITY:

Earnest Money deposit norms will be governed by the clauses of latest GCC or any latest Railway Board's guidelines regards the same.

14. SECURITY MONEY:-

Security Deposit norms would be guided by the clauses of latest GCC or any Latest Railway Board's order as applicable.

15. PERFORMANCE GUARANTEE (P.G.) :

Performance Guarantee norms would be guided by the latest GCC or any Latest Railway Board's order.

Performance Guarantee should be made in favour of FA & CAO/Eastern Railway.

16. ELIGIBILITY CRITERIA-

Tenderer meeting the following criteria will only be considered as eligible for participating in the Tender, The Firm must be the OEM of the subject Equipment i.e. . **(SIV) 2 x 130 KVA Static Inverter fitted in WAP-4 Locomotive** in this case the OEM is M/s HIND RECTIFIERS LIMITED (HIRECT), Regd. & H.O.: Lake Road, Bhandup(W), Mumbai - 400078 . The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. **The tenderers shall furnish full information regarding their experience and the machinery, Plants and testing facilities, available with them for execution of tendered work in the proforma given in appropriate annexure uploaded with the tender document .Other terms and conditions as per GCC 2022 or latest.**

17.1 The Following Documents Should Be Submitted Along With The Tender:

- i. List of personnel, organization, available on hand (own) and proposed to be engaged for the subject work as per attached appropriate annexure.
- ii List of works completed in last three financial years giving description of work, organization to whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual Completion and final value of contract should also be given.
- iii. List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and Date of award.

17.2 Tenderer should fill up the (Tenderer's information i.e. check sheet), sign and submit along with the offer or else the offer will not be considered.

17.3 The Tenderer shall submit the Income Tax Pan on the name of the Agency or Proprietor.

17.4 POWER OF ATTORNEY: As a proof that person uploading the offers in response of tender is authorized to do so.

18. I.T. & GST ETC.-

i) IT ,TDS, Labour Cess 1% & other applicable deductibles will be recovered from the contractor's bill as per extant State & Central Govt. Rules.

ii) Tenderer will examine the various provisions of the Central Goods and Services Tax Act., Act 2017(CGST)/Integrated Goods and Service 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. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting Rates. As per Railway Board's Letter No. 2017/CE-I/CT/CT/4/GST, New Delhi, Dated- 23.06.2017.

iii) The successful tenderer who is liable to be registered under CGST/UTGST/IGST/SGST Act., shall submit GSTN along with other details required under CGST/UTGST/IGST/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. As per Railway Board's Letter No. 2017/CE-I/CT/4 /GST, New Delhi, Dated- 23.06.2017.

iv) In case the successful tenderer is not liable to be registered under CGST/UTGST/IGST/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. As per Railway Board's Letter No.2017/CE-I/CT/CT/4/GST, New Delhi, Dated- 23.06.2017.

v) "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 tax authority", as per Railway Boards Letter No. 2008/RS(G)/777/1, dtd. 06.07.17.

vi) Relevant documents as GSTR1, GSTR 3B, GST, B2B declaration etc. should be compulsorily be submitted by tenderer as & when required from Railway side.

19. AGREEMENT: An agreement in a prescribed proforma shall be executed between the successful tenderer and Rly. Administration after submission of requisite P.G. by the successful contractor for said work.

20. TERMS OF PAYMENT

Payment will be done after completion of the work **"CAMC/Comprehensive repair/ renewal of of M/s Hind Rectifiers Ltd. (HIRECT) make 2 x 130 KVA Static Inverter (SIV) fitted in WAP-4 electric locomotives "** for **two years** on **Quarterly** basis and shall be released after due inspection and acceptance by the authorized representative of Sr. Divl. Elect. Engineer/TRS/E. Rly. Bill correct in all respect should be submitted to Sr. DEE/TRS/E.RLY. / Howrah in triplicate along with joint Inspection Certificate, who will arrange payment through Sr. Divl. Finance Manager/E.Rly./HWH.

The option of payment through LC has been enabled for all tenders published after 06.06.2018 18.00 Hrs whose value is equal to or greater than Rs.10 Lacs

21. ASSIGNMENT OR SUBLETTING OF CONTRACT:

Subletting of work & Conciliation of Disputes will be guided by the latest GCC or any latest guideline from Railway Board.

22. SAFETY MEASURES DURING EXECUTION OF WORK:

Contractor shall confirm to the rules and regulations of the Railway. The contractor shall be responsible for safe custody of all equipments till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate an installation concerned train safety or train movement. They shall notify the authorized representative of the consignee who will take all necessary steps in this regard.

1.0 The contractors will be responsible for safe working of its personnel during this execution of work. Rly. will be not responsible for any loss or damage to the human/Contractors staff while working in Railway premises. For this purpose, however, adequate and necessary working environment will be provided by the Rlys. so that the work should not get disturbed. This should be agreed by the contractors in writing before starting the work.

2.0 During execution of the work no damage to other Rly. property like locomotive equipments etc. should be done and this should be the responsibility of the Contractors. In case of any damage to the Rly. property, the cost of the damages will be incurred from the Contractors for which the decision decision of competent Railway Authority would be final and binding to the Contractors.

3.0. Contractor will be given adequate space for keeping spares and place for the Contractors staff if so required during execution of work.

23. INDEMNITY:

The successful contractor shall at all times indemnify the Railway Administration against all claims, which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the Contract, during the currency of the Contract. The contractor shall furnish Bank guarantee/Indemnity bond in the standard format dully attested by notary before collecting the material for repair from concerning Railway Location. The value of the bond will be worked out on the basis of approximate cost of the material which will be lifted by the firm during the subjected repairing work as certified by the consignee & supported by PO copy of the materials concern.

24. QUALITY ASSURANCE PLAN-

The contractor should have sufficient quality control facilities to ensure that the work carried out is of highest quality.

25. VARIATION IN QUANTITY OF ITEMS OF CONTRACTS- LIMITS & RATES:

Variation of work (Quantity, Price etc.) would be guided by the GCC 2022 or latest available GCC.

26. PLACE OF WORK :- Locomotives are mainly based at Electric Loco Shed, Howrah & HWHD, However, contract shall cover any other shed/place nominated during the currency of the contract. The contractor shall arrange required men and material at the designated sheds with immediate effect or maximum within 02 weeks of information of Railways. The maintenance/breakdown repairs shall normally be carried out by the contractor through its nominated Service Engineers at designated shed only. However, in case of failure on equipment under CAMC, at any location within that Zonal railway the maintenance /breakdown repair may be carried out at trip sheds also. If it is not possible to bring the loco to the designated sheds, the contractor's service engineer shall reach the spot immediately by any means of transport on receiving the advice from the shed. Necessary travel authorizations for the service engineer shall reach the spot immediately by any means of transport on receiving the advice from the shed. Necessary travel authorizations for the service engineer to undertake such travel as applicable would be provided by the respective zonal railways. After examination of the loco at out station, in case, the loco cannot be repaired / attended the locomotive can be moved to shed for further attention. Necessary support and resources required shall be provided by that shed.

27. Bidder must submit the declaration of association with Railway officers as per enclosed format in appropriate Annexure along with other Annexure. Otherwise E-Tender might be considered as invalid

28. USE OF MATERIAL:

The contractor will have to use all the material as per accepted "Scope of Work" after proper clearance from the consignee and according to the approved drawings and specifications given by the Railways (as applicable).

29. Tender document, Scope of work and other Annexure must be uploaded through E-Tendering duly digitally signed of authorized representative of bidder.

30. EXTENSION CLAUSE:-

The extension would be guided by the term & conditions of the latest GCC.

31. RELEASE MATERIAL :-

Released material might be kept with Firm or Consignee Electric Loco shed, Howrah. As mutually agreed upon But material failure report must be submitted by the firm as guided by the CLW Document. Material gate pass will be provided through competent Railway authority.

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

33.TRANSPORTATION :-

The company shall arrange for to and fro transportation for safe transportation of defective materials.

34. Any other terms & Conditions as applicable to this tender case will be as per latest GCC & Latest MSOP or other relevant documents which might change accordingly from their date of applicability as recommended by Railway Administration. The same would be binding on the Tenderer. Any original document that is sought through this tender document as is made compulsory by IREPS portal must be submitted by Tenderer whenever asked.

35. The scope of the work “CAMC/Comprehensive repair/ renewal of of M/s Hind Rectifiers Ltd. (HIRECT) make 2 x 130 KVA Static Inverter (SIV) fitted in WAP-4 electric locomotives ” for two years will be as per RDSO SMI NO.RDSO/2016/EI/SMI/ 0291(REV'O'), Dt. 21.06.2016 & RDSO TC NO.RDSO/ 2017/EL/ TC/0142, (Rev.'1'), Dt.18.09.2023. Both documents are uploaded separately as Annexure –A with this Tender Document which needs to be read together as an integral part of the Tender Document.

36. Annexure B to Annexure J is uploaded separately. All the Annexure uploaded separately with this tender are to be treated as integral part of this tender document itself. All Annexure duly filled up, must be upload by the bidder with the offer. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-D. Non submission of above certificate (s) by the bidder shall result in summarily rejection of his/her bid. All other terms and conditions will be as per GCC-2022 or latest & RDSO SMI NO.RDSO/2016/EI/SMI/0291(REV'O'),Dt.21.06.2016 & RDSO TC NO.RDSO/2017/EL/TC/0142(Rev.'1'), Dt.18.09.2023.

END OF TENDER DOCUMENT.