

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

Tender No: E-KGP-South-37-2024

Closing Date/Time: 18/09/2024 15:00

Sr. DEN/Co/KGP acting for and on behalf of The President of India invites E-Tenders against Tender No **E-KGP-South-37-2024** Closing Date/Time 18/09/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Mutation of Railway land, duly converting the ownership details, survey of mutated Railway land and supply of Railway land boundary maps in Kharagpur division at Rupsa-Ranital section under the jurisdiction of ADEN/BLS. (1st Phase)		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	18/09/2024 15:00	Date Time Of Uploading Tender	27/08/2024 18:44
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	4675000.00	Tendering Section	DEN S
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	93500.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	04/09/2024	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A-Execution of all works covered under Schedule-A							4675000.00	Above/ Below/Par
1	Please see Item Breakup for details.				4675000.00	AT Par	4675000.00	
	Description:- Mutation of Railway land with all acquisition papers.							

3. ITEM BREAKUP

Schedule	Schedule A-Execution of all works covered under Schedule-A					
Item- 1	Mutation of Railway land with all acquisition papers.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supplying and carry out Mutation Process of All Acquired Railway land along with All Acquisition Papers/ownership papers from each respective Departments/offices of States, Procuring of ownership papers from concerned City Survey Offices/Tehsil Office of Concerned District which shown in Favour of Railways, Converting of Old Railway names as BNR etc. in revenue records as Indian Railway/South Eastern Railway, Collection of All records of right of Railway land available with State Government Department/offices, collection of mouja maps of different location, Carry out survey of mutated land and provide Railway land boundary maps in hardcopy and digitized format. This item is including of GST @ 18.00% and excluding of State Govt. land related fees. (i) In ROP-RNTL section under the jurisdiction of ADEN/BLS. [Unit 'Each' = 'Per Hectare']	Each	275.00	17000.00	4675000.00
					Total	4675000.00

4. ELIGIBILITY CONDITIONS

5. COMPLIANCE

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Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Compliance with the GST Act, 2017 - Change in para (a) of clause 6, part I of Indian Railway Standard General Conditions of Contract, April'2022.	Yes	Yes	Not Allowed
1.1	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.	Yes	No	Not Allowed
1.2	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.	Yes	No	Not Allowed
1.3	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.	Yes	No	Not Allowed
1.4	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.	Yes	No	Not Allowed
2	All the bidders / tenderers should ensure that they are GST compliant and their quoted rates are as per GST law.	No	No	Not Allowed
3	Tender value is inclusive of GST. Agencies must quote their rates including GST.	Yes	No	Not Allowed
3.1	In the instant tender GST is applicable at rate of Eighteen percent (18%).	Yes	No	Not Allowed
3.2	However, inter se ranking will be done on the quoted value including GST applicable on the date of opening.	Yes	No	Not Allowed
4	In case of increase or decrease in GST rate, same will be either paid by railway or recovered from the agency as the case may be.	Yes	No	Not Allowed
5	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	EPF and ESI registration would be mandatory wherever applicable and documents towards EPF and ESI registration shall be submitted before execution of the agreement failing which contract will be terminated. The labours deployed by the contractor for the entire work should have individual Bank account in the their own name. The payment to the labour by the contractor should as far as possible be made through bank accounts of the individual labour as per the latest minimum wages issued from Chief labour commissioner (C).	No	No	Not Allowed
2	The drawings for the works can be seen in the office of the Divisional Railway Manager/ Engineering /South Eastern Railway/Kharagpur at any time during office hours.	No	No	Not Allowed
3	The Railway reserves the right of not to invite tenders for any of the railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for such action.	No	No	Not Allowed

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4	In terms of provisions of new clause 26A.1 to the General Conditions of Contract, contractor shall also employ following Qualified Engineers during execution of the allotted work:- a.Cost of work Rs.200 Lakhs and above- One Graduate Engineer. b.Cost of work more than Rs.25 Lakhs but less than Rs.200 Lakhs- One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-b, individuals having Diploma in Railway Engineerig awarded by IPWE- India shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway vide Rly. Bds letter No. 2012-CE-I-CT-O-20, Dt- 12.07.2013. In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, he or him in terms of provisions of clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions as mentioned in para-a and b above respectively.	No	No	Not Allowed
5	[Clause 55 of GCC April'2022] Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.	No	No	Not Allowed

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5.1	55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970: 55-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. 55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act. 55-A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him. 55-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable. 55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his subcontractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.	No	No	Not Allowed
5.2	55-B.Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.	No	No	Not Allowed

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5.3	55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard 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 labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under: (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request. (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / 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. (ii) 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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."	No	No	Not Allowed
6	Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i. Letter of Award/Acceptance(LOA) ii. Bill(s) of Quantities iii. Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.	No	No	Not Allowed
7	Interpretation: These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.	No	No	Not Allowed
8	Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.	No	No	Not Allowed

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9	Bid Security: (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: For works estimated to cost up to Rs.1 crore: 2% of the estimated cost of the work and For works estimated to cost more than Rs.1 crore: Rs.2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs.1 crore.	No	No	Not Allowed
9.1	Note: (i) The Bid Security is rounded off to the nearest 100. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. Proper documents in this regards shall have to be submitted by the tenderer during his bid. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. Proper documents in this regards shall have to be submitted by the tenderer during his bid.	No	No	Not Allowed
9.2	(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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.	No	No	Not Allowed
9.3	(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.	No	No	Not Allowed
9.4	(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 of GCC April'2022 and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed
9.5	(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 by whom the tender has been invited as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids). iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the "***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
10	Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.	No	No	Not Allowed

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11	Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.	No	No	Not Allowed
12	The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.	No	No	Not Allowed
13	Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
14	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
15	If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
16	Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.	No	No	Not Allowed
17	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.	No	No	Not Allowed

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18	(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 upto 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 upto five years.	No	No	Not Allowed
19	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.	No	No	Not Allowed
20	Following documents shall be submitted by the tenderer:	No	No	Not Allowed
20.1	(a) Sole Proprietorship Firm: All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.2	(b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.3	(c) Partnership Firm: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.3.1	1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender. 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.	No	No	Not Allowed

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20.3.2	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 whatsoever. 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.	No	No	Not Allowed
20.3.3	5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender. 6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable. 8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.	No	No	Not Allowed
20.3.4	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 as above for the instant tender.	No	No	Not Allowed
20.3.5	In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement. (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof. (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.	No	No	Not Allowed
20.4	(d) Joint Venture (JV): The below mentioned documents to be enclosed by the JV along with the tender:	No	No	Not Allowed

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20.4.1	1. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.	No	No	Not Allowed
20.4.2	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.	No	No	Not Allowed
20.4.3	3. In case one or more members of the JV is/are companies, the following documents shall be submitted: (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (iii) A copy of Certificate of Incorporation (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.	No	No	Not Allowed
20.4.4	4. In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.	No	No	Not Allowed
20.4.5	5. In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.	No	No	Not Allowed
20.4.6	In addition to all documents as mentioned in para 20.4.1 to 20.4.5, all documents in terms eligibility criteria required for this instant tender. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being used. However, the Power of Attorney provided by the bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille Certificate.	No	No	Not Allowed

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20.4.7	<p>Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria: 1. Technical Eligibility Criteria: The technical eligibility for the work as said 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 as said 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. 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. 2. Financial Eligibility Criteria: The JV shall satisfy the requirement of "Financial Eligibility" mentioned as above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned as 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.</p>	No	No	Not Allowed
20.4.8	<p>3. Bid Capacity: The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned as above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid Capacity" to satisfy this requirement.</p>	No	No	Not Allowed

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20.4.9	<p>Participation of Joint Venture(JV) in Works Tender: This para shall be applicable for works tenders: 1. Separate identity/name shall be given to the Joint Venture. 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%. 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. 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. 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. 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. 7. Once the tender is submitted, the MoU shall not normally be modified/alterd/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. 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 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. 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. 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.</p>	No	No	Not Allowed
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20.4.10	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 alongwith 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: 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. 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. 11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.	No	No	Not Allowed
20.4.11	12. Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, 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. 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.	No	No	Not Allowed
20.5	(e) Company registered under Companies Act 2013: (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company. (ii) A copy of Certificate of Incorporation. (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.6	(f) LLP (Limited Liability Partnership): (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.7	(g) Registered Society & Registered Trust: (i) A copy of Certificate of Registration. (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
21	If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed

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22	After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.	No	No	Not Allowed
23	A tender from JV shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
24	The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
25	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.	No	No	Not Allowed
26	General conditions of contract and specifications for materials and works are laid down in the South Eastern Railway Unified Standard Schedule of rates - 2010 Works materials , Indian Railways Unified Standard Specifications Works materials Volume-I Volume-II of 2010 and S.E.Railway Standard General Conditions of contract-2022 with upto date correction slip which can be seen at the office of the Divl. Rly. Manager / Engg. /S.E.Rly/ Kharagpur as the same are binding on the contract and shall form part and parcel of the contract unless otherwise stated in the special condition and specifications in the tender papers.	No	No	Not Allowed
27	Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.	No	No	Not Allowed
27.1	Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).	No	No	Not Allowed
28	If any discrepancy arises between special conditions of contract and CPWD DSR-2021, CPWD Horticulture-2020 and SER-IR-USSOR-2021, Indian Railways Unified Standard Specifications- Works and Materials -2010 and S.E.Railway Standard GCC-2022 with updated correction slips, in such case the decision of DRM-Engg or PCE,SER will be final and binding.	No	No	Not Allowed

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29	Performance Guarantee The procedure for obtaining Performance Guarantee is outlined below: (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed
29.1	(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:- (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.	No	No	Not Allowed
29.2	(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value. (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of these conditions.	No	No	Not Allowed

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30	Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.	No	No	Not Allowed
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Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	If necessary, the contractor has to make the detail drawing of the work and has to make it approved by a Govt. College/University/Institution. No extra payment will be admissible on this account.	No	No	Not Allowed
2	The items covered under CPWD DSR-2021, CPWD Horticulture-2020 and SER-IR-USSOR-2021 are tentative and approximate and these are considered for evaluation of DV only. However the items covered under CPWD DSR-2021, CPWD Horticulture-2020 and SER-IR-USSOR-2021 may be altered within the scope of work as per instruction of Engineer- in Charge according to site requirement if required. Decision of Engineer in Charge in this regard will be final and binding to all.	No	No	Not Allowed
3	In case damage is caused to OFC / Quad cable / signaling cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following: (i) Detailed cable route plan not provided by concerned department or cable is not protected as per laid down procedures, (ii) The alignment of the cable does not tally with the information provided to the contractor, (iii) The cable depth is found to be less than 800 mm from normal ground level, (iv) No representative of S&T department / Rail Tel was available at site guarding the cables on the fixed pre determined date and time. Penalty to be imposed for damages to cable shall be as under: (a) Only Quad cable or Signaling cable ----- Rs.1.00 Lakh per location, (b) Only OFC ----- Rs.1.25 Lakh per location, (c) Both OFC & Quad --- Rs.1.50 Lakh per location, (d) Electrical Cable ----- Rs.1.00 Lakh per location. (Telecom Circular No. 17/2013 issued by Railway Board vide No. 2003/Tele/RCIL/1 Pt.IX dated 24.06.2013 is binding to this contract and should be followed in spirit).	No	No	Not Allowed
4	IF required, contractor should mobilise to do night working for which they will be required to have their own sufficient lighting arrangement. No extra payment will be admissible on this account.	No	No	Not Allowed

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5	The Contractor with the help of his Engineer or Diploma holder , as the case be , shall make necessary Drawings, sketches, plotting, peg markings etc. as desired by the Engineer-in-charge. No extra cost shall be claimed on this account.	No	No	Not Allowed
6	The quantities specified in the tender schedule are only approximate and liable to vary.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificates(s) by the bidders shall result in summarily rejection of his/their bid. It shall be mandatory 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. Format of the said Annexure-V and Annexure-V(A) can be found vide name ACS-2 to GCC-2022_2022-CE-1-CT-GCC-2022-POLICY_13.12.2022 (i.e. Railway Board's letter No. 2022/CE-I/CT/GCC-2022/Policy Dated 13.12.2022) in attachment documents.	No	No	Allowed (Optional)
2	Tenderer has to submit declaration regarding employment/ partnership etc. of retired railway employees. as per attached format in document tab.	Yes	No	Allowed (Optional)
2.1	16. (a) Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.	No	No	Not Allowed
2.2	b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.	No	No	Not Allowed
2.3	c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.	No	No	Not Allowed

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

Tender No: E-KGP-South-37-2024

Closing Date/Time: 18/09/2024 15:00

2.4	Note: -If information as required as per 2.1, 2.2, 2.3 above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.	Yes	No	Not Allowed
3	Terms and Condition mentioned in the all uploaded documents are applicable and binding in this contract.	Yes	No	Not Allowed
4	The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm.	Yes	No	Not Allowed
5	Only relevant documents should be uploaded towards eligibility criteria. All documents uploaded towards eligibility criteria must be legible.	Yes	No	Not Allowed
6	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.	Yes	Yes	Allowed (Optional)
6.1	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.	No	No	Not Allowed
7	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V in Eligibility Criteria. Non submission of above 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.	Yes	Yes	Not Allowed
8	Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.	Yes	Yes	Not Allowed
9	Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.	No	No	Not Allowed
10	The tenderer along with his offer should submit the list of personnel / organization on hand and proposed to be engaged for the tendered work.	No	No	Allowed (Optional)
11	The tenderer along with his offer should submit list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	No	No	Allowed (Optional)
12	Incase multiple L1 is found for this instant tender then the tender will be dealt as per Railway Board's letter No. 2017/Trans/01/Policy dated 08.02.2018 and other guidelines available from time to time.	No	No	Allowed (Optional)
12.1	'No suo moto cognizance of any document available in public domain (i.e., on interest etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.' Tender will only be evaluated on the basis of the documents submitted by the tenderer during their bids.	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed
2	It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/ tenderers shall demand any explanation for the cause of rejection of his/their tender.	No	No	Not Allowed

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

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3	If the tenderer gives wrong information in its tender or creates circumstances for the acceptance of its tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
4	I/We have gone through the conditions and instructions mentioned in tender and same are understood and accepted by me/us.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ACS-12022_CE-I_CT_GCC-2022_Policydt.14.07.2022.pdf	ACS 1 of GCC April 2022
2	ACS-22022_CE-I_CT_GCC-2022_Policydt.13.12.2022.pdf	ACS 2 of GCC April 2022
3	ACS-32022_CE-I_CT_GCC-2022_Policydt.26.04.2023.pdf	ACS 3 of GCC April 2022
4	ACS-42022_CE-I_CT_GCC-2022_Policydt.07.08.2023.pdf	ACS 4 of GCC April 2022
5	ACS-52022_CE-I_CT_GCC-2022_Policydt.20.10.2023.pdf	ACS 5 of GCC April 2022
6	ACS-62022_CE-I_CT_GCC-2022_Policydt.21.12.2023.pdf	ACS 6 of GCC April 2022
7	AnnexureVIA.pdf	Annexure VIA
8	AnnexureVIB.pdf	Annexure VIB
9	VENDERMANDATEFORM.pdf	Vendor Mandate form
10	MinimumwagesPFESIShramikKalyanPortal.pdf	Shramik Kalyan Portal
11	Annexure-II.pdf	Annexure II
12	CertificateofInformationregardingEmployment_1.pdf	Retired Rly Employee Declaration
13	2018_CE-I_CT_9Date04_06_2018.pdf	Letter of credit
14	SpecialconditionofContractforallcontract.pdf	Special Condition for all contract
15	2003_Tele_RCIL_1Pt.IXdtd24.06.2013.pdf	Cable cutting penalty circular
16	BidCapacity.pdf	Bid Capacity

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

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

Signed By: BISWAJEET GHOSH

Designation : Sr.DEN/South