

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

Tender No: E-DRM-Engg-ADRA-157-22

Closing Date/Time: 03/01/2023 15:00

DRM Engg acting for and on behalf of The President of India invites E-Tenders against Tender No E-DRM-Engg-ADRA-157-22 Closing Date/Time 03/01/2023 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	Conducting Final Location Survey (FLS), Soil Investigation, Picking up of the final alignment, Yard plan preparation, and preparation of Detail Project Report(DPR) & Detailed Engineering Estimate in connection with the Bypass/Flyover Projects between (i) Adra end to Joychandipahar, (ii) Rukhni end to Anara, (iii) Burnpur end to Asansol, (iv) Gaurinath Dham end to Purulia (Chandil end) , (v) At Bankura (For Kharagpur side to Masagram side), (vi) Khanudih end to Gomoh and (vii) Talgoria end to Bhojudih in Adra division.		
Bidding type	Normal Tender		
Tender Type	Limited	Bidding System	Single Packet System
Tender Closing Date Time	03/01/2023 15:00	Date Time Of Uploading Tender	12/12/2022 19:48
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	8473034.07	Tendering Section	DENCENTRAL
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	169500.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	2 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	20/12/2022	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 under USSOR 2010 except cement and reinforcement steel							5891527.07	Above/ Below/Par
1	Please see Item Breakup for details.				14081087.65	(-) 58.16	5891527.07	
Description:- SOIL INVESTIGATION								

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule B-Execution of special item of work							2581507.00	Above/ Below/Par
2	Please see Item Breakup for details.				2450177.49	5.36	2581507.00	
Description:- FLS								

3. ITEM BREAKUP

Schedule	Schedule A-Execution of all works under USSOR 2010 except cement and reinforcement steel					
Item- 1	SOIL INVESTIGATION					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
		Exploratory drilling of Boreholes down to required depth, drilling of 150mm diameter boreholes in all type of soils except hard rock and large boulders (boulder core more than 30 cm), including refilling and reinstating surface, and disposing off surplus material including use of mechanical rigs with power operated winches as well as percussion / chieselling tool for advancing through occasional seams of hard strata to be employed, where necessary in Dry area				
1	191011	0m to 10m	Metre	1792.00	1161.50	2081408.00
2	191012	10m to 20m	Metre	1120.00	1277.65	1430968.00
3	191013	20m to 30m	Metre	70.00	1393.80	97566.00

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		Exploratory drilling of Boreholes down to required depth, drilling of 150mm diameter boreholes in all type of soils except hard rock and large boulders (boulder core more than 30 cm), including refilling and reinstating surface, and disposing off surplus material including use of mechanical rigs with power operated winches as well as percussion / chieselling tool for advancing through occasional seams of hard strata to be employed where necessary in River bed area including standing/flowing water up to 2 M depth with all necessary arrangements				
4	191021	0m to 10m	Metre	70.00	3019.90	211393.00
5	191030	Extra for 150mm dia bore in hard Rock/ large Boulder at all levels	Metre	700.00	5226.75	3658725.00
		Drilling of NX size borehole (75 mm dia) in all types of hard rock (fresh rock) and collection of rock core samples from boreholes and preserving in boxes				
6	191041	0m to 10m	Metre	350.00	3484.50	1219575.00
7	191042	10m to 20m	Metre	84.00	3716.80	312211.20
8	191100	Taking out 100mm dia & 450mm long undisturbed samples of soil from bore holes, including provision of air tight containers for packing and, labelling incl. transporting the samples to laboratory. Piston sampler shall be used for extracting undisturbed samples where necessary. Samples shall be collected as per IS 2720	Each	210.00	116.15	24391.50
9	191110	Taking out 100mm dia & 450mm long disturbed samples of soil from bore holes, including provision of air tight containers for packing, labelling and transporting the samples to laboratory. Samples shall be collected as per IS 2720	Each	420.00	116.15	48783.00
10	191120	Conducting standard penetration test as per IS 2131 at approximate 1.5 m intervals in bore holes, as directed by the Engineer in charge	Each	1260.00	174.23	219529.80
		Conducting laboratory Tests on collected soil samples as per relevant IS code				
11	191141	Moisture contents/ Dry density	Each	420.00	290.38	121959.60
12	191142	Atterberg Limit	Each	420.00	696.90	292698.00
13	191143	Specific Gravity	Each	210.00	309.73	65043.30
14	191144	Grain size analysis including Hydrometer analysis	Each	420.00	569.14	239038.80
15	191145	Direct Shear Test	Each	210.00	2293.96	481731.60
16	191146	Natural density	Each	210.00	309.73	65043.30
17	191147	Consolidation test	Each	210.00	2323.00	487830.00
18	191148	Unconfined compression test	Each	70.00	2323.00	162610.00
19	191149	Tri-axial test	Each	70.00	2323.00	162610.00
		Conducting Laboratory tests on collected ROCK SAMPLES as per relevant IS code				
20	191151	Density test	Each	70.00	387.17	27101.90
21	191152	Water absorption & Porosity	Each	70.00	290.38	20326.60
22	191153	Hardness	Each	70.00	348.45	24391.50
23	191154	Unconfined compression test	Each	70.00	1858.40	130088.00
24	191155	Point load test	Each	70.00	1393.80	97566.00
25	191156	Modulus of elasticity	Each	70.00	6039.80	422786.00
26	191157	Abrasion testing	Each	35.00	2323.00	81305.00
27	191160	Conducting chemical analysis of ground water samples to determine suitability for concreting and aggressiveness in relation to attack on concrete / reinforcement including determination of pH value	Each	210.00	2903.75	609787.50
28	191170	Conducting chemical analysis of soil samples to determine aggressiveness in relation to attack on concrete / reinforcement including determination of pH value	Each	210.00	3891.03	817116.30

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29	191180	Preparation and submission of Final report giving complete and comprehensive record of investigations, laboratory test reports and calculations in approved format	Each	7.00	66786.25	467503.75
					Total	14081087.65
Schedule	Schedule B-Execution of special item of work					
Item- 2	FLS					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Picking up of the final alignment based on good theodolite/total station, shifting and fixing bench mark at each 500m interval, all the curves should be transitioned, L-Section and plans should be 1:5000 scale, levels for L section should be given at 20 m interval, cross section should be given at 50m interval in hilly terrain, list of bench marks, list of level crossings, list of LHS, minor and major bridges and Yard plan, list of curves, list of gradients, list of over head crossing, list of kutcha and pucca structure affecting the Railway alignment and list of Railway affecting works, quantity of earth work including preparation and submission of project report and estimates in draft copies in 5 nos. for approval from the Railway and 20 copies as final copies after approval along with drawing in the form of spiral bindings including all charges, taxes etc. complete. Notes: (1) 70% of payment can be released after detailed survey & submission of preliminary report & drawings & drawings are approved by the office of the GSU (2) 30% of payment to be released after approval of project report & various drawings from the competent authority of Railway. (3) Alignment plan shall be finalised as per the direction of Engineer-in-charge. (4) The rate shall be inclusive of all taxes and levies. The rates are net rates and will not be subject to any increase or decrease. There will be no extra payment for price escalation. (5) The rates are for complete job as per the dscription of item, details/condition mentioned herein. All payment shall be as per the accepted rate and no extra payment shall be made for site visit, which may be required. The payment to the contractor will be made as per payment schedule. (6) Ten sets of approved Drawings and Original Tracing paper/cloth has to be handed over to the Railway after approved of Design & Drawing for each bridge. Softcopy in Auto CAD is also be handed over in CD/pen drive (7) The drawing should clearly shows the protection work to be adopted on existing line during execution. (8) All alterations in drawing suggested by railway drawing approval stage to be completed till fianl approval obtained. (9) The contractor will submit yard plan in good quality paper print initially for scrutiny.	Kilometre	40.00	14857.40	594296.00
2	2	Preparation of detailed working yard plan drawing with the help of contractor's good theodolite/total station mentioning all the details like existing building, bridges, platform, infrigement, proposed/new structure etc. as per standard Railway format in scale 1:1000 or as directed by Engineer-in-charge. The rates includes all taxes etc. complete.	Each	7.00	18277.30	127941.10

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3	3	Preparation of land schedule in mouza map in tracing cloth in triplicate marking with Railway alignment, Boundaries, chainages, curves, including table of land schedule mouza wise and area of land mouza wise in acres etc complete in all respect. The work of indentification of individual plots in field as shown in mouza maps taking measurement of structures trees, ponds, crops, etc indentificaiion of departmental land and collection of vesting report, collection of record of rights(ROR) and verification of all plots upto date collection of sale data and rate (Class wise). preparation of rate report, estimates and execution of all other connected activities as per stipulation made in various Govt. orders and land acquisition mannual of respective Govt. the works includes preparation of proposal complete in all respect and submission of same to Railway. It also includes incorporation of correction/alteration/modification, If any, as sugested by State Govt. Officials till such time proposal are admitted by them finally.	Each	14.00	11324.10	158537.40
4	4	Execution of all works(both field & office) related to preparation of tree enumeration list for getting permission for cutting of trees within non forest Govt. Land/Pvt. Land and Railway land from relevant DFO & other forest parameters, including due demarcation of plots with revenue and forest authorities along as per the botanical names and such other features as instructed by forest officials in the entire Railway land in given section. The work involves:- 1. Physical counting and marking of each tree in such manner as instructed by forest officials as per forest act. 2. Numbering of standing trees having girth 25cm and above. 3. Identification of tree in kissamwise. 4. Tabulation of quantity in Nos and kissewise and girth wise & location wise. 5. Blazing on tree 15cmx15cm in two spots i.e. one at above GL and another at height of 1m above GL 6. Script the tree number on biazed area with best quality black paint in yellow background.	Sqm	150000.00	1.27	190500.00
5	5	Manufacturing, supplying and fixing of 1:2:4 precast cement concrete pillar of size 450mmx 150mmx150mm and fixing the same with 1:2:4 cement concrete of size 450mmx 250mm x250mm after excavation of pit of size 450mmx450x 450mm and refilling the pit including painting with contractor's paint along the Railway alignment in railway land for the length of approx 40 Km. between different location (as mentioned in the name of work) as per Railway's drawing with contractor's all material, all labour, all lead, lift, decent, loading, unloading, sales tax, carriage, handling, cleaning site etc. complete as directed by the Engineer-in-charge. (20/Kmx40=800 nos.)	Each	800.00	338.43	270744.00
6	6	Preparation and Submission of Detailed Project Report for (in soft copy and 6 sets hard copy) including final location survey, detailed estimate with preparation of detailed schedule of quantity and all other documents required for preparation of DPR except traffic survey. Exploratory drilling of Boreholes down to required depth, drilling of 150mm diameter boreholes in all type of soils except hard rock and large boulders (boulder core more than 30 cm), including refilling and reinstating surface, and disposing off surplus material including use of mechanical rigs with power operated winches as well as percussion / chieselling tool for advancing through occasional seams of hard strata to be employed, where necessary in Dry area	Each	7.00	101165.57	708158.99

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7	7	Traffic Survey including calculation of EIROR (Economic Rate Of Return) and as par Railway board letter no.2022/Gatishakti/EU/49 dated 19-8-2022 and Zonal Co-ordinator/GSU 's letter no OP/PRJ-HQ/GATI SHAKTI/UNIT(GSU)/34 2022 dated 02-09-2022.	Kilometre	40.00	10000.00	400000.00
					Total	2450177.49

4. ELIGIBILITY CONDITIONS

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
2	Tenderers are required to upload copy of Permanent Account Number, GST registration	Yes	Yes	Allowed (Mandatory)
3	Tenderes are required to upload ESI & EPF regsitration certificate	Yes	Yes	Allowed (Optional)
4	Tenderers are required to furnish a valid and functional email ID and mobile no. to which communication can be done by the Railway Administration	Yes	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	1. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders. 2. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage. 3. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
2	Should a tenderer find the discrepancies in, or omissions from the drawings or any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenders shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.	No	No	Not Allowed
3	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he entered in the tender form are adequate and all inclusive to accord with the provisions in clause-37 of the General Conditions of Contract for the completion of work to the entire satisfaction of the engineer.	No	No	Not Allowed
4	All these conditions and specifications should carefully be studied by the tenderer / tenderers before submitting his/their tender. He/they should in his/their own interest be well acquainted with the site of work.	No	No	Not Allowed

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5	<p>Bid Security: The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: Value of the Work Bid Security (I) For works estimated to cost up to 1 crore- 2% of the estimated cost of Value of the Work (II) For works estimated to cost more than 1 crore- 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond 1 crore subject to a maximum of 1 crore Note: (i) The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p>	No	No	Not Allowed
6	<p>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal(IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.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.</p>	No	No	Not Allowed
7	<p>26A.Deployment of Qualified Engineers at Work Sites by the Contractor: 26A.1The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s),as prescribed in the tender documents. 26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents. 26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'. a.Cost of work Rs.200 Lakhs and above- One Graduate Engineer. b.Cost of work more than Rs.25 Lakhs but less than Rs.200 Lakhs- One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-b, individuals having Diploma in Railway Engineerig awarded by IPWE- India shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway vide Rly. Bds letter No. 2012-CE-I-CT-O-20, Dt- 12.07.2013. In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, he or him in terms of provisions of clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions as mentioned in para-a and b above respectively</p>	No	No	Not Allowed

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

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

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12	<p>1. Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order (2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates (a)Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b)Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (c)Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender</p>	No	No	Not Allowed
13	<p>(d)Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; d.(ii)Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p>	No	No	Not Allowed
14	<p>(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p>	No	No	Not Allowed
15	<p>General Conditions of Contract 2022 shall be applicable for all the tenders and contracts of railways for execution of works as defined in GFR 2017.</p>	No	No	Not Allowed

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16	Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i.Letter of Award ii.Schedule of Items, Rates & Quantities iii.Special Conditions of Contract iv.Technical Specifications as given in tender documents v.Drawings vi.Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. vii.CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. viii.Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. ix.Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. x.IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.	No	No	Not Allowed
17	Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer	No	No	Not Allowed
18	Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.	No	No	Not Allowed
19	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
20	Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer.	No	No	Not Allowed

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21	<p>Care in Submission of Tenders: (a) (i)Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (a)(ii)Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (a)(iii)The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority. (a)(iv)Inc case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b)When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c)The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p>	No	No	Not Allowed
22	<p>Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p>	No	No	Not Allowed

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23	<p>18. Participation of Partnership Firms in works tenders: 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender. 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners. 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p>	No	No	Not Allowed
24	<p>5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender. 6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable. 8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner. 9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement. (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to nonexecution of the contract or part thereof. (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.</p>	No	No	Not Allowed

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25	Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.	No	No	Not Allowed
26	Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.	No	No	Not Allowed
27	Multiple L-1 :- In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow. (Railway Board Letter No.2017/Trans/01/Policy New Delhi, dated. 08.02.2018)	No	No	Not Allowed
28	For settlements of disputes, Arbitration and Conciliation Act 1996 and provision made in relevant clauses of GCC 2022 with up-to-date correction slip will be binding.	No	No	Not Allowed
29	Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer	No	No	Not Allowed
30	Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1) (b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The items covered under USSOR-2010 and the items covered under section-Z of SOR-2001 are tentative and approximate and these are considered for evaluation of DV only. However the items covered under USSOR -2010 and under section-Z of SOR -2001 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
2	During execution of work if Electrical/signaling/Telecom cables are damaged by the contractor/ contractor's men, a flat penalty of Rs. One lakh will be imposed on the contractor.	No	No	Not Allowed
3	Indian Railway GCC 2022 with upto date correction slip is binding to the instant tender. Tenderers have to carefully study the various provisions made in IRGCC 2022 and submit their offers accordingly.	No	No	Not Allowed
4	The quoted rate should include all the prevailing taxes and levies including GST.	No	No	Not Allowed

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5	Termination of Contract-effect of non performance by the Contractor within the validity- In normal circumstances, the Contractor has to seek extension of time of completion of Contract and Railway may extend considering the merit and relevant clause of GCC 2022. However, in the event the contractor has not sought for extension and the Railway has not taken necessary action for terminating the same within the validity period (Such a situation should be rare and the reasons for this to be recorded), a notice claiming damages also for the failure on the part of the Contractor should be issued to the Contractor who has not sought/is willing to seek extension even after the expiry of the date of completion, and the Contract has ceased to exist with effect from the date of expiry, original or extended as the case may be.	No	No	Not Allowed
6	Unless specifically mentioned in the schedule of rates all materials required for execution of work will be supplied by the contractor free of cost as per standard specifications and approved by the Engineer-in-charge.	No	No	Not Allowed
7	All works are to be done as per programme fixed by the Engineer-in-charge or his authorised representative and as per their direction only.	No	No	Not Allowed
8	All materials to be supplied by the contractor should be got approved by the Engineer-in-charge before use in the work.	No	No	Not Allowed
9	All the scrap and released materials to be returned to the Railway as per instructions given by the Engineer in - charge or his authorized representative at their nominated places after completion of the work.	No	No	Not Allowed
10	No compensation towards any accident whatsoever will be paid by the Railway.	No	No	Not Allowed
11	The Railway will not be responsible for compensation towards contractors idle labour in case traffic block cannot be arranged to the contractor as per programme due to unforeseen reasons.	No	No	Not Allowed
12	Contractor shall not start any work without the presence of the IOW or PWI at site. In case the contractors representative starts any work in absence of IOW or PWI, it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action.	No	No	Not Allowed
13	In case contractor fails to return the unused and excess materials issued to them and released materials, the cost of such materials will be deducted from the contractors dues at the rate of 2xPurchase cost 5 percent freight.Purchase cost for released materials should be taken as prevailing market rate.	No	No	Not Allowed
14	All the works which are to be done under traffic block, in electrified territory, contractor will have to take all precautions for safety of track and running trains as well as safety of his labour in terms of Indian Railways P.Way manual.	No	No	Not Allowed
15	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
16	In case damage is caused to OFC/Quad cable/signalling 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 Signalling cable ----- Rs. 1.0 Lakh per location (b) Only OFC ----- Rs. 1.25 Lakh per location (c) Both OFC & Quad ----- Rs. 1.5 Lakh per location (d) Electrical Cable ----- Rs. 1.0 Lakh per location (Copy of JPO is also attached in Documents Tab which is binding and should be followed in spirit)	No	No	Not Allowed
17	The work will be executed under supervision of Railway Engineer- in charge or his authorized representative at site.	No	No	Not Allowed
18	The agency should depute a trained and certified supervisor duly certified by AEN.	No	No	Not Allowed
19	The Contractor should be make available all the necessary tools, plants and equipment for execution of the above work at site during execution of work.	No	No	Not Allowed

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

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27	The quantities specified in the tender schedule are only approximate and liable to vary.	No	No	Not Allowed
28	The items covered under USSOR-2010 and the items covered under section-Z of SOR-2001 are tentative and approximate and these are considered for evaluation of DV only. However the items covered under USSOR -2010 and under section-Z of SOR -2001 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

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed
2	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days (90 days for two packet system) from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for S.E Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within Stipulated period mentioned in NIT Header from the date of issue of letter of acceptance of the tender	No	No	Not Allowed
3	I/We will not resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the SE Railway during a period of 60 days (90 days for two packet system)from the date of opening of the tender,subject to the period being extended further if required, by mutual agreement from time to time.	No	No	Not Allowed
4	Full value of the bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: (a)I/We do not submit the Performance Guarantee within the time specified in the Tender document; (b)I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and (c)I/We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed
5	I/We also hereby agree to abide by General conditions of contract 2022,CPWD Specifications 2019 Vol I & II, Indian Railways Unified Standard Specification (IRUSS-2019), updated with correction slips and Indian Railway Unified Standard Specifications Works Materials ,Indian Railways Unified Standard Specifications (Works and Material) 2010, IR Specifications/Guidelines, Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, as per the order of precedence defined in Para 1.01, Part-I of GCC 2022.	No	No	Not Allowed
6	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
7	I/We agree to keep this tender open for acceptance for a period of 60 days (90 days for two packet system) from the date fixed for opening the same, subject to the period being extended further if required, by mutual agreement from time to time.	No	No	Not Allowed
8	Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders	No	No	Not Allowed
9	Provisions of Contract Labour (Regulation and Abolition) Act, 1970, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996", shall be binding to the tenderer	No	No	Not Allowed
10	I/We have read the details of Railway Board's letter/Indian Railway code for engineering department related to preparation of DPR, Detailed Estimate and others.	No	No	Not Allowed

6. Documents attached with tender

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S.No.	Document Name	Document Description
1	Letterreg.ExaminationofDPR.DE.REofProjectdtd.12.05.20221.pdf	Letter of Railway Board for DPR
2	19.8.22EconomicAppraisalframeworkforevaluationofRailwayProject1.pdf	economic appraisal framework
3	23.8.22FormatforDPRsElectrical1.pdf	Format for DPR for Electrical
4	25.8.22LetterforChecklistProformas1.pdf	Appraisal performa for S T
5	5082a74c-516d-4555-ac4f-73d5b2850418.pdf	Performa for DPR
6	04.03.2020DGcharges1.pdf	D G Charges
7	IRFCVollChapterII.pdf	IRFC Vol II
8	TechnicalguidelineforFLS_1.pdf	Technical guidelines for FLS
9	ProformaforpreparationandsubmissionofDPRdtd_02_09_20221.pdf	Performa for preparation and submi
10	letterwithapproved14Nosvendor.pdf	Approved list of 14 nos vendor
11	ANNEXUREVIAforBIDSECURITY.pdf	Annexure
12	2018_CE-I_CT_9Date04_06_2018.pdf	Letter of Credit condition
13	SpecialConditions_Contract_17102018.pdf	Updation Labour data shramikkalyan
14	JPOcabledamage.pdf	JPO Cable damage
15	GCCACS.pdf	Advance Correction Slip No1 of GCC
16	GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27.04.22.pdf	GCC 2022

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: BHANU PRATAP SINGH

Designation : DEN/Central/Adra