

**MYSORE DIVISION-ENGINEERING/SOUTH WESTERN RLY  
TENDER DOCUMENT**

Tender No: 09MYS24of09-05-24itemno5

Closing Date/Time: 31/05/2024 11:00

DRM/W/MYS acting for and on behalf of The President of India invites E-Tenders against Tender No **09MYS24of09-05-24itemno5** Closing Date/Time 31/05/2024 11:00 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**

<b>Name of Work</b>	Zonal contract for execution of works and supply of materials including supply of cement and steel for the period from 01.07.2024 to 30.06.2025 for Zone A-6 Hassan (Excl) to Padil (Excl) and A-7 Sakaleshpur - Subramanya road section		
<b>Bidding type</b>	Normal Tender		
<b>Tender Type</b>	Open	<b>Bidding System</b>	Single Packet System
<b>Tender Closing Date Time</b>	31/05/2024 11:00	<b>Date Time Of Uploading Tender</b>	09/05/2024 18:28
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Advertised Value</b>	30000000.00	<b>Tendering Section</b>	SR.DEN/W
<b>Bidding Style</b>	[ Decision at Schedule level ]	<b>Bidding Unit</b>	
<b>Earnest Money (Rs.)</b>	300000.00	<b>Validity of Offer ( Days)</b>	45
<b>Tender Doc. Cost (Rs.)</b>	0.00	<b>Period of Completion</b>	12 Months
<b>Contract Type</b>	Works	<b>Contract Category</b>	Expenditure
<b>Bidding Start Date</b>	17/05/2024	<b>Are Joint Venture (JV) firms allowed to bid</b>	No
<b>Ranking Order For Bids</b>	Lowest to Highest	<b>Expenditure Type</b>	Revenue

**2. SCHEDULE**

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	
<b>Schedule A-List of items that are covered under DSR</b>							30000000.00		
1	Lump Sum				37974683.54	(-) 21.00	30000000.00	Above/ Below/Par	
	<b>Description :-</b> Zonal contract for execution of works and supply of materials including supply of cement and steel for the period from 01.07.2024 to 30.06.2025 for Zone A-6 Hassan (Excl) to Padil (Excl) and A-7 Sakaleshpur - Subramanya road section								

**3. ITEM BREAKUP**

No item break up added
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**4. ELIGIBILITY CONDITIONS**

**Standard Financial Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh	No	No	Allowed (Mandatory)
1.1	The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less ; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)

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1.2	(a) Attested Certificates(s) issued by Executive or Nominated Authority of the government Departments or Semi-Government/Public Sector Undertakings for the value of the work done for them during the qualifying period including current financial year certifying the bill amounts paid Agreement-wise and Date-wise or attested photo copy of such certificate. Such certificates will be accepted only from Govt. / Govt. bodies / PSUs authorities. Certificates issued by Private Bodies will not be considered.	No	No	Allowed (Mandatory)
1.3	NOTE: (i) Financial Year shall normally, be reckoned as 1st April to 31st March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company /Tenderer is to be considered, if it defers from the above. (ii) Current Financial year is reckoned as the incomplete Financial year in which the date of tender submission falls. (iii) Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless backed by Audited Balance Sheets or Provisional Balance sheet. (iv) (v) If the tender is not accompanied by the certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.	No	No	Not Allowed
1.4	If JV firms are allowed to participate; Financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the Para No.17.15.2 of J.V guide lines of IRSGCC April - 2022 [with up to date correction slip].	No	No	Not Allowed

**Standard Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender.	No	No	Allowed (Mandatory)
1.1	Tenderer shall carefully read clause No. 10 including clause no. 10.1 to 10.5 of IRGCC April 2022.	No	No	Not Allowed
1.2	The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.	No	No	Not Allowed
1.3	In case JV firms are allowed to participate, Technical Eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the Para No.17.15.1 of J.V. guide lines of IRSGCC April-2022 [read with up to date correction slip].	No	No	Not Allowed
1.4	The value of work completed will not include the cost of any materials issued free of cost by the Railway/ Department concerned. Price Variation amount, if any; if indicated / incorporated in the experience certificate will also be considered towards eligibility.	No	No	Not Allowed
1.5	Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.	No	No	Not Allowed
1.5.1	The work experience certificate shall be in the name and style of the tenderer participating or as per provisions under Clause 17.15 of GCC April-2022 for JV Firm, if eligible to participate.	No	No	Not Allowed
1.5.2	The work experience certificate shall be issued by an officer not below the rank of JA Grade or Bill passing Officer in Railways and Bill passing Officer/Executive In-charge of work in other Govt. / Govt. bodies / PSUs. The certificate should bear the signature and seal of the issuing officer, name of the department etc. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Not Allowed
1.6	Defination of Similar Work :- Any Civil Engineering work.	No	No	Not Allowed

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

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

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

S.No.	Description
1	<b>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.</b> Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. ( <a href="#">Click here</a> to download the Format of Self Certification)

**5. COMPLIANCE**

**Check Lst**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	TENDER SHALL BE REJECTED if it is not accompanied by the following	No	No	Not Allowed
1.1	Bid Security deposited through IREPS e-payment or as per provisions under Clause 5 (2) Part-I of GCC April 2022.	No	No	Not Allowed
1.1.1	In case of Partnership firm: The tender form shall be submitted only in the name of partnership firm.	No	No	Not Allowed
1.1.2	In case tenderer is JV Firm : The tender form shall be submitted only in the name of the JV and not in the name of any constituent member.	No	No	Not Allowed
1.1.3	The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed

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1.1.4	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 to the Divisional Railway Manager(Works),2nd floor, Irwin Road,South Western Railway, Mysore-570001, 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 Divisional Railway Manager(Works),2nd floor, Irwin Road,South Western Railway, Mysore-570001 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. ix. The beneficiary for the PG will be Senior Divisional Finance Manager, South Western Railway, Mysore	No	No	Not Allowed
1.2	Uploading of Certificate in support of Technical Eligibility (No Technical credentials are required for tenders having advertised value up to Rs 50 lakh).	No	No	Not Allowed
1.3	Submission of Certificate(s) in support of Financial Eligibility (No Financial credentials are required for tenders having advertised value up to Rs 50 lakh).	No	No	Not Allowed
1.4	IN CASE THE TENDER is Partnership firm/ JOINT Venture firm (JV)/ LLP A copy of certificate to be submitted/uploaded by tenderer as per format given at annexure -v of IRGCC 2022.	No	No	Not Allowed
1.5	IN CASE OF ADVERTISED TENDER VALUE IS MORE THAN RS. 20 CRORES: Bid capacity is applicable, the tenderers should submit proforma attached in DOCUMENTS. In case, the tenderer/s failed to upload BID CAPACITY PROFORMA along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.	No	No	Not Allowed
1.6	In case tenderer is other than sole proprietorship firm, following documents shall be uploaded by the tenderer:	No	No	Not Allowed
1.6.1	In case the Tenderer is a Partnership Firm: [i] A notarized copy of Partnership deed or a copy of the Partnership deed registered with the Registrar. [ii] A notarized or registered Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm. [iii] PAN / TAN number of Partnership firm (PAN / TAN number in the name of any of the constituent partners shall not be considered). [iv] All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.	No	No	Not Allowed
1.6.2	In case the Tenderer is a LLP Firm registered under LLP Act-2008 (i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (iii) A copy of Power of Attorney/Authorization issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm. (iv) Copy of PAN number of the LLP Firm. [v] All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.	No	No	Not Allowed
1.6.3	In case the Tenderer is a 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) copy of PAN number of the Company. and (v) All other documents in terms Para 10 of the Tender Form (Second Sheet) above	No	No	Not Allowed

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1.6.4	In case the Tenderer is a Registered Society & Registered Trust: (i) A copy of the 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. And (iv) A copy of Rules and Regulations of the society (v) Copy of PAN number of the Society/Trust. (vi) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.	No	No	Not Allowed
1.7	Incase JV Firms are allowed to participate: Uploading of MEMORANDUM OF UNDERSTANDING as per the format given in "Documents attached with tender" and also below documents	No	No	Not Allowed
1.7.1	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/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.	No	No	Not Allowed
1.7.2	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.	No	No	Not Allowed
1.7.3	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
1.7.4	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.	No	No	Not Allowed
1.7.5	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
2	Uploading of Declaration regarding Employment of Retired Engineer/Retired Railway Officer as per clause no.16 of Part-I of GCC April 2022. [in the format attached in - Documents]	No	No	Not Allowed
3	Uploading of NEFT FORM - as per the format attached with the tender document.	No	No	Not Allowed
4	The list of personnel / organization on hand and proposed to be engaged for the tendered work.	No	No	Not Allowed
5	List of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	No	No	Not Allowed
6	Uploading of Statement Showing the particulars of Works on Hand & Works Completed as per the format attached to the tender document	No	No	Not Allowed

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7	Uploading of certificate by local suppliers in regard to meeting the Minimum Local Content requirement to avail benefits under Public Procurement Policy Order-2017, as amended from time to time, shall be followed for consideration of tenders (A) for procurement order of value less than Rs. 10 crores: self-certificate in accordance with Para-9(a) of Public Procurement(Preference to Make in India) Order 2017. (B)For Procurement Order of value more than Rs. 10 crores, the certificate from Statutory auditor/cost auditor/practicing CA as the case may be in accordance with Para-9(b) of Public Procurement (Preference to Make in India) Order 2017.	No	No	Not Allowed
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**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	(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) documents shall be submitted according to clause 14 of IRGCC 2022:	No	No	Allowed (Mandatory)

**General Instructions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The General Conditions of Contract governing the performance of the works covered by this tender are the Indian Railway Standard General Conditions of Contract [IRSGCC] as amended from time to time up to date. A soft copy of the Indian Railway Standard General conditions of Contract is uploaded in the attached documents to the tender for reference. Hard copy of IRSGCC (with up-to-date correction slip) may be perused in the office of the Divisional Railway Manager(Works)/ South Western Railway / Mysore-570001. The tenderer/s is/are deemed to have kept himself/themselves fully Informed of the provisions of the IRS General conditions of Contract including all corrections and Amendments issued up to date while submission of offer and any claim that he/they is/are not aware of any amendment or correction slip to the IRSGCC shall not be entertained.	No	No	Not Allowed
2	STUDY OF DRAWINGS AND LOCAL CONDITIONS: The drawings for the works can be seen in the office of the General Manager/Divisional Railway Manager. It should be noted that these drawings are meant for general guidance only and Railway may suitably modify them during the execution of work according to the circumstances without making the Railways liable for any claims on account of such changes. If there is any variation between the description in the tender and the detailed plans, the Engineer-in-Charge will operate the correct description and his decision is final and binding on the tenderer/ Contractor. The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule. The Tender submitted will be deemed to have been made after such inspection.	No	No	Not Allowed

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3	DRAWINGS FOR WORKS: The percentage rates for the schedule items and itemized rates for the non-scheduled items quoted by the tenderer as may be accepted by the railways will, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work. It should be specifically noted that some of the detailed drawings may not have been finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration. No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or detailed drawings and design and/or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.	No	No	Not Allowed
4	Manual tenders, supporting documents etc., sent by Post/FAX/Courier or in Person SHALL NOT BE ACCEPTED.	No	No	Not Allowed
4.1	All requisite documents are to be properly submitted online only and the bidders should ensure that the content of the documents uploaded is distinctly legible /readable.	No	No	Not Allowed
5	CORRIGENDUM NOTICE ON IREPS: Railway may modify the tender document by issuing online corrigendum through "www.ireps.gov.in" 15 days prior to the tender closing date. For the purpose of CORRIGENDUM in the tender, NIT period is splitted as under: (a) ADVERTISEMENT PERIOD: The time during which all information pertaining to tender shall be available but offers cannot be submitted (b) OFFER SUBMISSION PERIOD: 15 days prior to closing of tender, during which tenderers can submit their offer.	No	No	Not Allowed
6	If the Bid of a Tenderer is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Railways may require the tenderer to produce detailed price analysis for any or all items of the Tender Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.	No	No	Not Allowed
7	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh. For tenders valuing more than Rs. 50.00 lakh: The offer of Tenderer(s) who do not enclose Experience Certificate & Turnover Certificate with requisite details, and supporting documents along with their Tender to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approved list.	No	No	Not Allowed
7.1	The offer shall be evaluated only from the certificates/documents submitted along with the tender offer.	No	No	Not Allowed
7.2	Any Certificate /Documents offered / submitted /received after the tender opening shall not be given any credit and shall not be considered.	No	No	Not Allowed
7.3	Attestation of documents may be self attested or attested by a Gazetted Officer.	No	No	Not Allowed
7.4	Railwayreservestherighttoverifythe authenticityofthe documents/information furnished.	No	No	Not Allowed

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8	IRSGCC para 6.0 of part-I (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) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
8.1	Increase/decrease of TAXES: if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.	No	No	Not Allowed
9	This tender complies with PUBLIC PROCUREMENT POLICY ORDER-2017 dated 15.06.2017.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. 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
10	Fixed Deposit Receipts (FDRs) submitted after award of tender towards Security Deposit/Performance Guarantee should be with automatic renewal facility only.	No	No	Not Allowed
11	CONSORTIUM AGREEMENTS AND MOUS SHALL NOT BE CONSIDERED FOR PARTICIPATING IN THIS TENDER.	No	No	Not Allowed
12	Tenderer(s) shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.	No	No	Not Allowed
13	Shramik kalyan 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
14	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

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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**MYSORE DIVISION-ENGINEERING/SOUTH WESTERN RLY  
TENDER DOCUMENT**

Tender No: 09MYS24of09-05-24itemno5

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1	Applicability of Contractor's e-Measurement Book(e-MB) for all contracts costing more than Rs. 5 Cores. Contractor e-MB will be applicable to all contracts costing more than Rs. 5 cores as per guidelines issued by Railway Board vide Letter No. 2018/CE-I/CT/30 dated 01.08.2022 and letter No.2017/CE-I/CT/9 dated 31.05.2023.	No	No	Not Allowed
2	Bidders should carefully read all the conditions and the Special Conditions along with Special Conditions - General & Technical, which are annexed to the tender document in the DOCUMENTS attached to the tender. These special conditions form part of the tender document and will supplement to the conditions of GCC April - 2022 along with updated correction slips GCC April-2022. Where the provisions of these special conditions are at variance with GCC and other documents mentioned above, these Special Conditions shall prevail.	No	No	Not Allowed
3	MOBILISATION ADVANCE IS APPLICABLE FOR TENDERS OF VALUE Rs. 25 CRORES OR ABOVE. as detailed in Special Conditions - General attached to the tender in documents.	No	No	Not Allowed
4	IN CASE OF ADVERTISED TENDER VALUE IS MORE THAN Rs. 10 CRORES, JOINT VENTURE (JV) FIRMS ARE ALSO CONSIDERED FOR ELIGIBILITY.	No	No	Not Allowed
5	IN CASE OF ADVERTISED TENDER VALUE IS MORE THAN RS. 20 CRORES: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of IRSGCC April - 2022. NOTE: i)The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.(ii) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.	No	No	Not Allowed
6	IN CASE OF ADVERTISED TENDER VALUE IS MORE THAN RS. 50 CRORES: Electronic Reverse Auction (e-RA) method will be applicable as per guide lines issued by Railway Board vide Lr no. 2017/Trans/01/Policy/Pt-S Dt 28/3/2018. (Copy attached in the list of documents)	No	No	Not Allowed
7	Price Variation Clause (PVC) is applicable If the advertised tender value above Rs.2 Crores . As detailed in -ACS No 1 for Para 46A of IRGCC April - 2022 attached to the tender in - DOCUMENTS. This clause is not applicable for AT welding portions supply contract. 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

**Technical-Compliances**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	In case of tender for Ballast supply - Ballast test certificate	No	No	Allowed (Mandatory)
2	In case of Tender schedule having item for SUPPLY OF BALLAST; Ballast test report as detailed in footnote of ballast item	No	No	Allowed (Mandatory)
3	The documents which are all required to be provided as per the Correction slip ACS-2toGCC-2022_2022-CE-1-CT-GCC-2022-POLICY_13.12.2022.pdf, which is attached with the tender document. Non submission of above certificate(s) like Annexure -V ,V(A) by the bidder shall result in summarily rejection of his/their bid.	No	No	Allowed (Mandatory)

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

**MYSORE DIVISION-ENGINEERING/SOUTH WESTERN RLY  
TENDER DOCUMENT**

Tender No: 09MYS24of09-05-24itemno5

Closing Date/Time: 31/05/2024 11:00

2	(i)I/We have read the various conditions of the tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for the period mentioned in the tender document [NIT HEADER] from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money Deposit submitted. (ii) I/We offer to do the work at the percentage rates quoted by me/us in the attached schedule and bind myself/ourselves to complete the work within the period of completion given in this tender document[NIT HEADER] from the date of issue of letter of acceptance of this tender. I/We also hereby agree to abide by the IRGCC and Special Conditions of contract and to carry out the works according to the IRU Standard Specifications for materials and works, 2010, laid down by South Western Railway for the present contract. (iii) The full value of the earnest money paid shall stand forfeited without prejudice to any other rights or remedies of the railway if (a) I/We do not execute the contract document within seven days after receipt of notice issued by the Railway that such documents are ready: OR (b) I/We do not commence the work within fifteen days after receipt of orders to that effect. (iv) 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
3	I/We fail to submit the requisite Performance Guarantee [P.G] in the prescribed format even after 60 (Sixty days) from the date of issue of Letter of Acceptance, we are aware that the contract liable to be terminated duly forfeiting EMD and other dues, if any payable against the contract. Also, I/We shall be debarred from participating in the retender for this work	No	No	Not Allowed
4	I/We understand that no post-tender correspondence will be entertained; however, if any clarification is required by the Railway, the same will be sought from the tenderer. Also, I/We are aware that any Certificate/ Documents offered after the tender opening shall not be given any credit and shall not be considered	No	No	Not Allowed
5	I/we do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:	No	No	Not Allowed
5.1	(i) I/We the tenderer(s) am/are signing this document after carefully reading the contents. (i) I/We declare and certify that I/We have not made any misleading or false representation in the documents, forms, statements attached in proof of the qualification requirements. (iii) I/We also understand that my/our offer will be evaluated based on the documents/credentials uploaded along with the offer and the same shall be binding upon me/us. (iv) I/We declare that the information and the documents attached along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and the documents submitted by us.	No	No	Not Allowed
5.2	I/We understand that, if any of the certificates regarding eligibility criteria submitted by us are found to be forged / false / incorrect will lead to banning of business with the tenderer/all the partners in case of partnership firm/all the members of a JV in case of a Joint Venture on entire Indian Railways for 5 years. i) if it is found during the process of evaluation of tender, it shall lead to forfeiture of the EMD, and my/our offer shall be summarily rejected. ii) If it is found after the award of the contract, it will lead to termination of contract along with forfeiture of EMD/SD and PG besides any other action provided in the contract.	No	No	Not Allowed
6	It is certified that I/We/HUF/Company/LLP have not been blacklisted or debarred by Railways or any other Ministry/Department/public sector undertaking of the government of India/State Government from participation in tenders/contract on the date of opening of bids, EITHER in individual capacity or in any firm in which we are/were partners or as a member of JV firm in which I/We/HUF/Company/LLP were/are members. I/We understand if above declaration found to be false/incorrect at any time during process of evaluation of bid or after the award of contract, will lead to determination under Clause 62 of the General Conditions of Contract.	No	No	Not Allowed

**MYSORE DIVISION-ENGINEERING/SOUTH WESTERN RLY  
TENDER DOCUMENT**

Tender No: 09MYS24of09-05-24itemno5

Closing Date/Time: 31/05/2024 11:00

7	I/We indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.	No	No	Not Allowed
8	I/We are aware that: Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations. I/We ----- do declare that in the event of failure of contemplated negotiations relating to Tender No. ...., dt..... Item No. opened on dt:..... my original tender shall remain open for acceptance on its original terms and condition. I also declare that I am aware that during this negotiations, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so the same would not be considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/we increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly. I/We are also aware that the validity of such negotiated offer will be 30 days from the date of negotiations or the validity of original offer, whichever is later.	No	No	Not Allowed
9	I/we aware that: for all the tenders having advertised cost of Rs. 10 lakh or above, there is a provision to take payment from Rawilays through a letter of credit (LC) arrangement.	No	No	Not Allowed

**6. Documents attached with tender**

S.No.	Document Name	Document Description
1	JPOforcablecut.pdf	JPO for cable cut
2	ZoneA67.pdf	General Guidelines for tenderers
3	ACS-3toGCC-2022.pdf	Correction slip to GCC 2022
4	IRGCCApril2022.pdf	IRGCC
5	GCCAdvanceCorrectionSlipNo6.pdf	Correction Slip No 6 to GCC 2022
6	GCCACSCORRECTION.pdf	Correction slip to GCC 2022
7	ACS-4toGCC-2022.pdf	Correction slip to GCC 2022
8	ACS-2toGCC-2022_2022-CE-1-CT-GCC-2022.pdf	Correction slip to GCC 2022
9	GCCAdvanceCorrectionSlipNo5.pdf	Correction Slip No 5 to GCC 2022

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Induswww 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: K RAVICHANDRAN**

**Designation : Sr.DEN/CO/MYS**