

**BHAVNAGAR DIVISION-ENGG/WESTERN RLY
TENDER DOCUMENT**

Tender No: 86-2024-25-R

Closing Date/Time: 16/08/2024 15:00

DRM-WA acting for and on behalf of The President of India invites E-Tenders against Tender No **86-2024-25-R** Closing Date/Time 16/08/2024 15:00 Hrs. Bidders will be able to submit their original/revise 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	Zonal Contract for (2024-25) Zone No. 8 under ADEN-Porbandar -Porbandar (Incl.)-Kanalus (Excl.)".		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	16/08/2024 15:00	Date Time Of Uploading Tender	25/07/2024 18:51
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	8500000.00	Tendering Section	DENW
Bidding Style	[Decision at Schedule level]	Bidding Unit	
Earnest Money (Rs.)	170000.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	02/08/2024	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 1-A - New Works and all ordinary repairs up to Rs 5 Lakhs for Zone No 08 of 2024-25 i.e Porbandar (Incl.)-Kanalus (Excl.) under the jurisdiction of Assistant Divisional Engineer (Porbandar).							6279782.56	Above/ Below/Par
1	Lump Sum				8373043.41	(-) 25.00	6279782.56	
	Description :- Schedule 1-A CPWD DSR 2021 Items.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 2-B NS Supply of labour							1532313.40	Above/ Below/Par
2	Please see Item Breakup for details.				1532313.40	AT Par	1532313.40	
	Description:- (Description:- Complete item rate for day to day maintenance job at Porbandar SUB DIVISION by deploying skilled/ unskilled workers of all buildings, structures, all general areas in the jurisdiction of SSE(Works)Porbandar. The cost of the job is inclusive of all T&P required for the assigned job, putty, clips, threads, nails, screws, fasteners, welding machine, drilling machine of required size, surface filling materials, pigments etc. only building materials such as paints, glass panes, sanitary and water supply fittings shall be supplied by the Railway representative with prior assessment. The job is inclusive of all sundries, expenses etc. complete in all respect, so nothing extra is to be paid whatsoever the case may be to this account.)							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 3-C NS Items - SUPPLY OF MATERIALS							222904.04	Above/ Below/Par
3	Please see Item Breakup for details.				222904.04	AT Par	222904.04	
	Description:- Old USSOR 2010 Chapter No 25.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 4-D CPWD Horticulture 2020 Ver - 2							90000.00	Above/ Below/Par
4	Lump Sum				90000.00	AT Par	90000.00	
	Description :- Schedule 4-D CPWD DSR Horticulture 2020 Items.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit

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Schedule 5-E IR USSOR 2021 Items.				375000.00	Above/ Below/Par
5	Lump Sum	375000.00	AT Par	375000.00	
	Description :- Schedule 5-E IR USSOR 2021 Items (All Items of Chapter 01 to 05 and Chapter 21).				

3. ITEM BREAKUP

Schedule	Schedule 2-B NS Supply of labour					
Item- 2	(Description:- Complete item rate for day to day maintenance job at Porbandar SUB DIVISION by deploying skilled/ unskilled workers of all buildings, structures, all general areas in the jurisdiction of SSE(Works)Porbandar. The cost of the job is inclusive of all T&P required for the assigned job, putty, clips, threads, nails, screws, fasteners, welding machine, drilling machine of required size, surface filling materials, pigments etc. only building materials such as paints, glass panes, sanitary and water supply fittings shall be supplied by the Railway representative with prior assessment. The job is inclusive of all sundries, expenses etc. complete in all respect, so nothing extra is to be paid whatsoever the case may be to this account.)					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	NS/1 Masonry work by deputing contractor's mason.	Day	30.00	985.40	29562.00
2	2	NS/2 Plumbing work by deputing contractor's plumber	Day	30.00	985.40	29562.00
3	3	NS/3 Carpentry work by deputing contractor's carpenter	Day	30.00	985.40	29562.00
4	4	NS/4 Valve-men/ORH Berer work by deputing contractor's valve-men	Day	1460.00	700.79	1023153.40
5	5	NS/5 Deputing 6 staff for artisan staff for Masonary Work, Plumbing Work, Carpentry Work, welding, brazing of AL work for repairs of taps & flushtanks, pipe lines, replacement of broken window glass, repairs to doors window fittings etc. as per Railway Engineer instructions.	Day	600.00	700.79	420474.00
					Total	1532313.40
Schedule	Schedule 3-C NS Items - SUPPLY OF MATERIALS					
Item- 3	Old USSOR 2010 Chapter No 25.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	NS/1 Ordinary Portland Cement grade-53 Grade (USSOR 2010 Item No. 252030)	MT	5.00	4830.00	24150.00
2	2	NS/2 Unslaked lime (USSOR 2010 Item No. 252170)	Quintal	2.00	207.00	414.00
3	3	NS/3 Hydraulic door closer ISI marked (IS:3564-1996) (USSOR 2010 Item No. 253010)	Each	10.00	460.00	4600.00
4	4	NS/4 M.S. heavy weight butt hinges 100x75x3.5 mm IS: 1341 marked (USSOR 2010 Item No. 253210)	10 Nos.	10.00	207.00	207.00
5	5	NS/5 Bright finished or black enameled mild steel screws 40 mm (USSOR 2010 Item No. 253240)	100 Nos.	10.00	69.00	6.90
6	6	NS/6 Anodised Aluminium sliding door bolt 250x16 mm (USSOR 2010 Item No. 253370)	Each	5.00	189.75	948.75
7	7	NS/7 Anodised Aluminium tower bolt (barrel type) 200x10 mm (USSOR 2010 Item No. 253400)	10 Nos.	5.00	103.50	51.75
8	8	NS/8 Anodised Aluminium handles 125 mm with plate 175 x 32 mm (USSOR 2010 Item No. 253430)	10 Nos.	5.00	35.08	17.54
9	9	NS/9 Nails 25-100mm long (USSOR 2010 Item No. 253470)	Kg	5.00	55.20	276.00
10	10	NS/10 Nails Upto 25mm long (USSOR 2010 Item No. 253480)	Kg	5.00	58.65	293.25
11	11	NS/11 Water proof ply 12mm thick (USSOR 2010 Item No. 253640)	Sqm	25.00	1374.02	34350.50
12	12	NS/12 Float glass sheet of nominal thickness 5.5 mm.(weight not less than 13.50 kg/sqm) (USSOR 2010 Item No. 253670)	Sqm	10.00	581.58	5815.80
13	13	NS/13 Ply wood 5 ply with commercial ply on both faces 6 mm thick (USSOR 2010 Item No. 253710)	Sqm	10.00	333.50	3335.00
14	14	NS/14 Anodised Aluminium hanging type door stopper (USSOR 2010 Item No. 253730)	Each	5.00	27.60	138.00

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15	15	NS/15 Galvanised wire mesh of average width of aperture 1.4 mm and nominal dia of wire 0.63 mm (Mosquito Proof) (USSOR 2010 Item No. 253740)	Sqm	10.00	357.78	3577.80
16	16	NS/16 Nut and bolts with washers of all sizes (USSOR 2010 Item No. 253870)	Kg	10.00	66.70	667.00
17	17	NS/17 Plastic emulsion paint (USSOR 2010 Item No. 254080)	Litre	100.00	281.75	28175.00
18	18	NS/18 Ordinary varnish (USSOR 2010 Item No. 254130)	Litre	20.00	92.00	1840.00
19	19	NS/19 G.I. pipes 25 mm dia medium class (USSOR 2010 Item No. 256030)	Metre	50.00	149.50	7475.00
20	20	NS/20 Miscellaneous G I pipe fittings as nipples/ elbows/ sockets/ bends for GI pipe work. (USSOR 2010 Item No. 256070)	Kg	50.00	94.30	4715.00
21	21	NS/21 P.T.M.T. Grating square slit 150mm (Poly Tetra Methylene Terephthalate) (USSOR 2010 Item No. 256080)	Each	10.00	94.30	943.00
22	22	NS/22 P.T.M.T. Bibcock with nozzle 15 mm (USSOR 2010 Item No. 256100)	Each	50.00	241.50	12075.00
23	23	NS/23 15 mm PTMT (Poly Tetra Methylene Terephthalate) bib cock (USSOR 2010 Item No. 256140)	Each	10.00	207.00	2070.00
24	24	NS/24 15 mm dia PTMT stop cock(male thread) (USSOR 2010 Item No. 256160)	Each	50.00	218.50	10925.00
25	25	NS/25 P.T.M.T. Push back 15 mm dia. (Poly Tetra Methylene Terephthalate) (USSOR 2010 Item No. 256180)	Each	5.00	143.75	718.75
26	26	NS/26 C.P.Brass bibcock 15mm (USSOR 2010 Item No. 256200)	Each	50.00	170.20	8510.00
27	27	NS/27 C.P.Brass angle valve 15mm (USSOR 2010 Item No. 256240)	Each	20.00	155.25	3105.00
28	28	NS/28 Miscellaneous G I pipe fittings as nipples/ elbows/ sockets/bends joints for PTMT pipe work (USSOR 2010 Item No. 256250)	Kg	20.00	94.30	1886.00
29	29	NS/29 Unplasticised P.V.C. connection pipe with brass union 45 cm long 15 mm bore (USSOR 2010 Item No. 257060)	Each	5.00	92.00	460.00
30	30	NS/30 White plastic W C seat (solid) with lid C.P. brass hinges and rubber buffers (USSOR 2010 Item No. 257380)	Each	5.00	345.00	1725.00
31	31	NS/31 C.P. brass toilet paper holder of standard size (USSOR 2010 Item No. 257430)	Each	5.00	483.00	2415.00
32	32	NS/32 HP. or L.P. ball valve with polythene floats: 15 mm dia (USSOR 2010 Item No. 257440)	Each Mark	100.00	32.20	3220.00
33	33	NS/33 H.P. or L.P. ball valve with polythene floats: 25 mm dia (USSOR 2010 Item No. 257460)	Each	100.00	51.75	5175.00
34	34	NS/34 Vitreous china flat back wash basin 630x450 mm (White) (USSOR 2010 Item No. 257470)	Each	10.00	923.45	9234.50
35	35	NS/35 Vitreous china orrisa type w.c. pan size 580 mm (White) (USSOR 2010 Item No. 257510)	Each	5.00	802.70	4013.50
36	36	NS/36 Semi Rigid PVC waste pipe for sink and wash basin 32 mm dia with length not less than 700 mm i/c PVC waste fittings (USSOR 2010 Item No. 257770)	Each	5.00	40.25	201.25
37	37	NS/37 Flushing Cistern P.V.C. 10 litres capacity (low level) (White) (with fittings, accessories and flush pipe) (USSOR 2010 Item No. 257810)	Each	20.00	655.50	13110.00
38	38	NS/38 C P brass Waste coupling 32/40 MM (USSOR 2010 Item No. 257850)	Each	10.00	86.25	862.50
39	39	NS/39 CP brass Soap Dish/Holder 138x102x75mm (With brackets and fixing arrangements) (USSOR 2010 Item No. 257910)	Each	10.00	224.25	2242.50
40	40	NS/40 Brass butt hinges (light/ordinary type) : 125x70x4 mm (USSOR 2010 Item No. 253050)	10 Nos.	5.00	1150.00	575.00
41	41	NS/41 Brass tower bolt (barrel type) 200x10 mm (USSOR 2010 Item No. 253090)2	Each	20.00	276.00	5520.00
42	42	NS/42 Brass handles 100 mm with plate 150x32 mm (USSOR 2010 Item No. 253100)	Each	20.00	207.00	4140.00

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43	43	NS/43 Fine sand (Zone IV) (Ordinary Sand) (USSOR 2010 Item No. 252130)	cum	10.00	402.50	4025.00
44	44	Ns/44 G.I. pipes 20 mm dia medium class (USSOR 2010 Item no. 256020)	Metre	25.00	106.95	2673.75
45	45	Ns/45 C.I. bracket for wash basin and sinks (USSOR 2010 Item no. 257550)	Pair	20.00	57.50	1150.00
46	46	Ns/46 C.I. grating 150x150 mm (USSOR 2010 Item no. 257630)	Each	20.00	43.70	874.00
					Total	222904.04

4. ELIGIBILITY CONDITIONS

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where V= Advertised value of the tender in crores of Rupees. N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.	No	No	Allowed (Mandatory)
1.1	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 Note: For more details go through the GCC April 2022.	No	No	Allowed (Mandatory)
1.1.1	The tenderer's 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)

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Similar Nature of Work: Any Civil Engineering Work.	No	No	Allowed (Mandatory)
1.1	Maintenance Period: 03 Months.	No	No	Allowed (Mandatory)
1.2	Completion Period : 12 Months (Up to 30.06.2025)	No	No	Not Allowed

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender. (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.	No	No	Allowed (Mandatory)
1.1	b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component (s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.	No	No	Allowed (Mandatory)
1.1.1	Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor (s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.	No	No	Allowed (Optional)
1.1.2	Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Allowed (Optional)

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.irops.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.

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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	Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. 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. (Click here to download the Format of Self Certification)

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	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Applicability of rules for this tender	No	No	Not Allowed
1.1	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. (GCC April 2022)	No	No	Not Allowed
1.2	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	No	No	Not Allowed
1.3	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	No	No	Not Allowed
1.4	IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents	No	No	Not Allowed
1.5	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
2	In these Special Conditions of Contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.	No	No	Not Allowed

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2.1	General Condition of Contract shall mean General Condition of Contract - April 2022 corrected up to date as contained in Western Railway, Engineering department, Indian Railways Unified Standard Schedule of Rates 2019 and Indian Railways Unified Standard Specification 2019 with up to date correction slip, And /OR CPWD Delhi schedule of rate 2019(DSR-Vol.-I and Vol.-2 ,DSR Horticulture and landscaping, specification (Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable.	No	No	Not Allowed
2.2	Standard specification shall mean" Indian railway United standard specification (Works and materials) Vol.-I &II) And /OR Indian Railway Unified standard schedule of rates (IR USSOR-2019) and specifications. with up to date correction slip And /OR CPWD Delhi schedule of rate 2019 (DSR-Vol.-I and Vol.-2, DSR-Horticulture and landscaping, specification (Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable.	No	No	Not Allowed
2.3	Standard schedule Items/rates shall mean the Items/Rates in the Indian Railways Unified Standard Schedule of Rates 2019 and Indian Railways Unified Standard Specification 2019 with up to date correction slip, And /OR CPWD Delhi schedule of rate 2019(DSR-Vol.-I and Vol.-2 ,DSR Horticulture and landscaping, specification (Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable	No	No	Not Allowed
3	Where there is any conflict in conditions/Specifications contained in various parts, order of precedence will be as given below	No	No	Not Allowed
3.1	Any foot note given by the Railway in the schedule of quantities and rates.	No	No	Not Allowed
3.2	Description of item in the Schedule of Quantities and rates.	No	No	Not Allowed
3.3	Special Specifications	No	No	Not Allowed
3.4	Additional Special Conditions/of Contract.	No	No	Not Allowed
3.5	Standard Specifications.	No	No	Not Allowed
3.6	Special Conditions of Contract & General Conditions of Contract April 2022 corrected upto date	No	No	Not Allowed
4	Stamp Duty is applicable as per Stamp Act with latest amendments as applicable in the State.	No	No	Not Allowed
5	Rights of the Railway to deal with Tender: As per GCC April 2022, Para 7, 8 & 9 Tender Form (Second Sheet), PART I Instructions to Tenderers (ITT).	No	No	Not Allowed
5.1	The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
5.2	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.	No	No	Not Allowed
5.3	(iii)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
6	Payment of Royalty Charges	No	No	Not Allowed
6.1	All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum earth or any other material used on the work shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before release of the final bill.	No	No	Not Allowed

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6.2	Royalties and Patent Rights: (a)The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses. (b)The contractor shall indemnify, the Railway or any agent, servant or employee of the Railway against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against the Railway or any agent, servant or employee of the Railway in respect of any such matters, as aforesaid, The contractor shall indemnify notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction issued by the Railway but the contractor shall pay any royalties or other charges payable in respect of any such use.	No	No	Not Allowed
6.3	Final bills of Ballast supply contracts are to be passed on submission of Royalty Clearance Certificate by the contractor from the concerned Revenue Authorities/ Collectors.	No	No	Not Allowed
7	SPECIAL CONDITION FOR TAX DEDUCTION	No	No	Not Allowed
7.1	In respect of works, a deduction of 2% from each of the Contractor's bills shall be made in terms of section 194(C) of the Income Tax Act of 1961 & 1991 and as per instructions issued from time to time (Surcharge will also be deducted along with I. Tax as per extent rules).	No	No	Not Allowed
7.2	The Railway will deduct sales tax if leviable in a particular state where the work is going on, the gross amount of each bill while making payment to the contractor(s). The recovery shall be governed as per the guide lines & rates prescribed by the concerned State Government.	No	No	Not Allowed
7.3	Any Other taxes The Contractor shall bear in full all taxes and royalties levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government. Railway will recover the taxes and royalties through final bills if the contractor fails to pay the taxes and royalties to the Government.	No	No	Not Allowed
8	DETAILS OF INSPECTION REGISTER AND RECORDS ARE TO MAINTAINED BY TENDERER ARE AS FOLLOWS:	No	No	Not Allowed
8.1	The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer/s representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s.	No	No	Not Allowed
8.2	Site Order Register: The Contractor/s shall promptly acknowledge by putting his signature in the site order against any order given therein by the Engineer or his representative or his superior officers and comply with them. The Compliance shall be reported by the Contractor/s to the Engineer in good time so that it can be checked.	No	No	Not Allowed
8.3	Labour Register: This register will be maintained to show daily strength of labour in different categories employed by the Contractor/s.	No	No	Not Allowed
8.4	LOG book of events: All events are required to be chronologically logged in this book shift wise and date wise.	No	No	Not Allowed
8.5	Cement & steel registers shall be maintained by the contractor.	No	No	Not Allowed
9	DISASTER MANAGEMENT "All the available vehicles and equipment's of the contractor can be drafted by the Railway Administration in case of accidents/ natural calamities involving human lives. The payment for such drafting shall be made 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

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10	EMERGENCY WORK In the event of any accident or failure occurring in the execution of work/ arising out of it which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-in-charge, to the contractor.	No	No	Not Allowed
11	DAMAGE BY ACCIDENT/ FLOOD/ TIDES OR NATURAL CALAMITIES The Contractor shall take all precautions against damages from accidents, floods tides or other natural occurrences. He shall not be entitled to any compensation for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damage to any structure or part of a structure, plant or material of every description belonging to the Railway covered under the Contract, lost or damaged by him due to any cause during the course of execution of work. The Railway Administration will not be liable to pay the contractor any charge for rectification or repair to any damage which may have occurred from any cause what so ever.	No	No	Not Allowed
12	CHANGE IN ADDRESS: Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.	No	No	Not Allowed
13	Provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Shramik Kalyan) (As per Para 55-A.1 to 55-A.5, 55-B, 55-C (i) (a to e), 55-C (ii) & 55-D, Page- 88-89, Part-II of GCC-April 2022)	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	DETAILS OF INSPECTION REGISTER AND RECORDS ARE TO MAINTAINED BY TENDERER ARE AS FOLLOWS:	No	No	Not Allowed
1.1	1)The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer/s representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s.	No	No	Not Allowed
1.2	2) Site Order Register: The Contractor/s shall promptly acknowledge by putting his signature in the site order against any order given therein by the Engineer or his representative or his superior officers and comply with them. The Compliance shall be reported by the Contractor/s to the Engineer in good time so that it can be checked.	No	No	Not Allowed
1.3	3) Labour Register: This register will be maintained to show daily strength of labour in different categories employed by the Contractor/s.	No	No	Not Allowed
1.4	4) LOG book of events: All events are required to be chronologically logged in this book shift wise and date wise.	No	No	Not Allowed
1.5	5)Cement & steel registers shall be maintained by the contractor.	No	No	Not Allowed
2	APPLICABILITY OF PRICE VARIATION CLAUSE AS PER GCC CLAUSE 46A	No	No	Not Allowed

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2.1	<p>Applicability of 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). (Clause No. 46 A.1 Page-69, Part-II of GCC April 2022 and as per Advance Correction slip No 1 dt 14.07.2022).@10'46@(1) Rates for Extra Item(s) of Works: (a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b). (b)Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority: i)Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)" ii) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)" iii)Market Analysis.</p>	No	No	Not Allowed
2.2	<p>a. Price Variation Clause for Annual Maintenance Contract or Zonal Contract: - The price variation Clause of General Conditions of Contract shall not apply to a works contract which is either an Annual Maintenance Contract or a Zonal Contract. (As per Railway Boards letter No. 2013/CE/I/CT/O/10-PVC-Pt.I dtd.27.01.2015) b. As per PCE/CCG letter No.W118/0 Vol. II (W6) date 14.06.2019. The security deposit against the contract shall be released only after the contractor has submitted the final PVC bill wherever applicable.</p>	No	No	Not Allowed
3	DISASTER MANAGMENT	No	No	Not Allowed
3.1	<p>"All the available vehicles and equipment's of the contractor can be drafted by the Railway Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made 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".</p>	No	No	Not Allowed
4	DAMAGE BY ACCIDENT/ FLOOD/ TIDES OR NATURAL CALAMITIES	No	No	Not Allowed
4.1	<p>The Contractor shall take all precautions against damages from accidents, floods tides or other natural occurrences. He shall not be entitled to any compensation for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damage to any structure or part of a structure, plant or material of every description belonging to the Railway covered under the Contract, lost or damaged by him due to any cause during the course of execution of work. The Railway Administration will not be liable to pay the contractor any charge for rectification or repair to any damage which may have occurred from any cause what so ever.</p>	No	No	Not Allowed

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Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per ACS-2 of IRSGCC April 2022, in addition to Annexure-V (i.e. Document Verification Certificate), in case of other than Company/ Proprietary firm, Annexure - V(A) shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/ their bid. Proforma of Annexure-V(A) attached in documents.	Yes	Yes	Allowed (Mandatory)
2	The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	Yes	Yes	Allowed (Mandatory)
2.1	An undertaking that he/Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.	Yes	Yes	Allowed (Mandatory)
3	The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	Yes	Yes	Allowed (Mandatory)
4	An undertaking that he/Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.	Yes	Yes	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
2	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	GCCApril2022ACSNo1.pdf	GCC April 2022 ACS No 1
2	GCCACS-2April202213.12.2022.pdf	GCC ACS No 2 April 2022
3	GCCApril2022ACSNo3.pdf	GCC April 2022 ACS No 3
4	GCCAdvanceCorrectionSlipNo4_compressed.pdf	GCC Corrcotin slip No 4
5	GCCAdvanceCorrectionSlipNo5.pdf	GCC Corrcotin slip No 5
6	GCCcorrectionslipNo.06_compressed.pdf	GCC Corrcotin slip No 6
7	ZonalContract.pdf	Special condition
8	GCCApril2022.pdf	GCC April 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.

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Signed By: NAMIT JAIN

Designation : DEN-W