

START OF TENDER DOCUMENT

TOP SHEET

Copy No. _____

NORTH EASTERN RAILWAY



TENDER No: DyCEE/W/LJN/OT/02/2009 Sl.No.1

NAME OF WORK:- Varanasi Divin.-Provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn., Siwan and Manduadih.

Approx. Cost: Rs.1579189/-

Name of Contractor:
.....
.....

Tender Document cost:
Rs.2400/- in cash
Rs.2900/- by post

Dy. Chief Electrical Engineer/Works,
N.E. Railway/ LUCKNOW

CONTENTS

Sr. No.	Chapter	Description	Page	
			From	To
1		Top Sheet	1	1
2		Contents	2	2
3		Tender Notice	3	6
4		Instruction to Tenderer	7	7
5	Chapter 1	i) Tender Form First Sheet ii) Tender Form Second Sheet iii) Instructions to Tenderers and conditions of tender)	8	14
6.	Chapter 2	Tender Document I- Preamble and instructions to tenderer. II- General conditions of Contract III- Special conditions of Contract	15	22
7.	Chapter 3	Prices & Payments	23	24
8.	Chapter 4	Explanatory Notes, Special Data and Drawings etc.	25	34
9.	Chapter 5	Schedule of Items, Rates & Quantities	35	37

NORTH EASTERN RAILWAY
Tender Notice No. DyCEE/W/LJN/OT/02/2009

Dy. Chief Elect. Engineer/Works, North Eastern Railway, Lucknow for and on behalf of President of India, invites sealed "OPEN" tender on the prescribed form for the under noted works which will be received up to 14.30 Hrs. on the date given below and will be opened on the same date in the presence of tenderers at 15.30 Hrs.

Name of Work :-

1. **Varanasi Division.-Provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn., Siwan and Manduadih.**
2. **Replacement of old and damaged L.T Panel of different railway station in Izzatnagar Division and Replacement of L.T Panel in switch room at railway station Gorakhpur.**
3. **At Gorakhpur- Strengthening of power supply arrangement and replacement of old LT panel at LNM railway hospital & Replacement of old existing OCB LT panel into New ACB LT panel in New Wheel Shop of Mechanical workshop, Gorakhpur.**

Sl. No.	Approx. Cost of Work in Rs.	Earnest Money in Rs.	Tender Cost in Rs.	Date of Opening	Time of Completion from the date of issue of Letter of Acceptance
1.	15,79,189.00	31,590.00	2,400.00	25.05.2009	06 months
2.	37,19,449.00	74,390.00	4,000.00	25.05.2009	09 months
3.	45,64,548.00	91,300.00	3,800.00	26.05.2009	06 months

1. Further particulars and tender forms can be purchased from the Office of the Dy. Chief Electrical Engineer/ Works, North Eastern Railway, Lucknow on any working day between 10.00 Hrs. to 14.00 Hrs. till one day before of the tender opening date on cash payment of tender paper cost as mentioned above for the respective work. Tender can be purchased by post through money order only till seven days before of the tender opening date on additional payment of Rs.500/- as postal charges. Cost of the tender documents is non- refundable and tender documents are non-transferable. Railway will not be responsible for late receipt of tender by post.
2. Tenderer shall have a valid 'A' class Electrical Contractor's License issued in the name of the firm by any State Government and shall furnish all the particulars of the Electrical license held by him along with the tender documents. Besides this the following document should be submitted along with tender:-
 - A. List of personnel, organization available on hand and proposed to be engaged for the subject work.
 - B. List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
 - C. List of work completed in the last three financial year giving description of work, organization for the time of award, date of award and date scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
 - D. List of works in hand indicating description of work, contract value and approximate value of balance work yet to be done and date of award.

Note :-

- I) In case of item C and D above, supportive documents/ certificates from the organizations with whom they worked/ are working should be enclosed.
- II) Certificate from private individuals for whom such works is executed/ being executed shall not be accepted.
- III) Other terms & conditions and instructions to tenderers are available in tender document shall be applicable.

3. Eligibility Criterion for Tenderer are as follows.

- A. Tenderer should have successfully completed at least one similar single work for a minimum value of 35 % of advertised tender value of work in last three years (i.e. current year and three previous financial years). The work executed in Govt./Semi. Government/ Public Sector Organization shall only be considered.
- B. Tenderer should have received total contractual amount for a minimum of 150% of advertised tender value of work during last three years (i.e. current year and three previous financial years) as per payment certificate from the organization duly issued by the officer of the concerned Government department or as per audited balance sheet certified by the chartered Accountant. It will be necessary to enclose the certificates to this effect.

4. **Similar Nature of Work:** - Similar work means- *For the work at Sl. No.1-* i) Electrification of washing pits, sheds, workshops etc. ii) Electrification of circulating area lighting. iii) Installation, testing & commissioning of Sub-station. iv) Installation, testing and commissioning of Yard lighting v) Electrification of Road & Colony lighting.

For the work at Sl. No.2- i) Installation, testing and commissioning of LT Panels. ii) Installation, testing and commissioning of HT Panels. iii) Installation, testing and commissioning of Electrical Sub-stations. iv) Installation, testing and commissioning of transformers. v) Installation, testing and commissioning of HT switchgears. vi) Installation, testing and commissioning of LT switchgears.

For the work at Sl. No.3- i) Installation, testing and commissioning of LT Panels. ii) Installation, testing and commissioning of HT Panels. iii) Installation, testing and commissioning of Electrical Sub-stations. iv) Installation, testing and commissioning of transformers. v) Installation, testing and commissioning of HT switchgears. vi) Installation, testing and commissioning of LT switchgears. vii) Installation, testing and commissioning of 11 KV panels. viii) Installation, testing and commissioning of 33 KV panels. ix) Installation, testing and commissioning of Electrical Sub-stations with HT panels x) Installation, testing and commissioning of Electrical Sub-stations of 33/11 KV & 11 KV/415 V.

5. If the tenderer(s) deliberately gives a wrong information whose credential/documents in his/their tender and thereby creates circumstances for acceptance of his/their tender, Railways reserve the right to reject such tender at any stage, besides shall suspend the business for one year. The tenders received after the stipulated date and time shall not be entertained.

“ JOINT VENTURES/CONSORTIUMS/MOUs SHALL NOT BE CONSIDERED”

6. Tender Forms complete in all respect with all credentials duly sealed in an envelope and super scribing the name of work should be deposited in the tender box allotted for the purpose in the office of Dy. Chief Elect. Engineer/Works, North Eastern Railway, Lucknow or in the office of Dy. Chief Electrical Engineer/Colony, North Eastern Railway, Gorakhpur. Tender duly sealed in the prescribed manner can also be sent through registered post so as to reach in one of the above offices not later than date and time specified above. Any tender received after the specified time is liable to be rejected.
7. Tenderer(s) who are submitting downloaded (from web site) tender documents must enclose with the tender form a non-refundable tender fee of mentioned value in form of Bank Draft issued by any Nationalized/Scheduled Bank in favour of **F.A. & C.A.O., N.E. Railway payable at Lucknow**. Tender offer not accompanying with the requisite tender fee will be summarily rejected.
8. A certified copy of original tender document is available in the tender section of Dy. Chief Elect. Engineer/Works, North Eastern Railway, Lucknow, which may be seen on any working day during prescribed period for sale of tender form. Tenderer(s) on award of contract will have to enter into agreement with Railway in format of above – mentioned original tender documents. Tenderer(s) shall not have any right/claim to insists on signing of contract agreement in format on which tender document were submitted by him after downloading from web site.
9. Earnest money should be deposited in cash or in shape of FDR, Demand Draft, Pay order of the State Bank of India or any Nationalized/Scheduled Bank in favour of F.A. & C.A.O., N.E. Railway, Gorakhpur. Bank Guarantee will not be accepted as Earnest money. Tenders without requisite Earnest money will be summarily rejected.
10. The total Earnest money will constitute as security deposit for the performance of the stipulation to keep offer open for a period of 90 days from the date of opening of tender or till the period extended by mutual agreement.
11. Railway administration reserves the right to accept or reject any or all tenders without assigning any reason there to.
12. The successful tenderer will have to produce requisite amount stamp paper duty as per stamp duty Act issued by the state treasury at the time of agreement.
13. Tenderer can deposit the tender cost at Divisional Cashier, N. E. Railway, Lucknow or Station Superintendent, N. E. Railway, Lucknow in Head – Z-652 and received the tender paper from the office of Dy. Chief Elect. Engineer/Works, N. E. Railway, Ashok Marg, Lucknow after producing the original money receipt.

This notice & tender documents are also available on North Eastern Railway Website <http://www.nerailway.gov.in> and on NIC Portal <http://www.tenders.gov.in>

Dy. Chief Electrical Engineer/Works/Lucknow
For and on the behalf of President of India

पूर्वोत्तर रेलवे

निविदा सूचना सं उपमुविइ/का/लजं/ओटी/02/2009

भारत के राष्ट्रपति की ओर से उप मुख्य विद्युत इंजीनियर, कार्य, पूर्वोत्तर रेलवे, लखनऊ द्वारा नीचे वर्णित कार्यों के लिए मोहरबन्द "खुली" निविदा आवश्यक निविदा प्रपत्र पर आमंत्रित की जाती है, जो कि निम्नलिखित तिथि को 14.30 बजे तक प्राप्त की जायेगी तथा उसी दिन निविदाकारों के समक्ष 15.30 बजे खोली जायेगी।

कार्य का नाम:-

1. वाराणसी मंडल- छपरा जं०, सीवान एवं मडुवाडीह में ग्री-कूलिंग-कम-बैट्री चार्जिंग स्विच बोर्ड कैबिनेट का प्रावधान करना।
2. इज्जतनगर मंडल के विभिन्न स्टेशनों पर पुराने एवं खराब एल.टी. पैनलों का बदलाव तथा गोरखपुर रेलवे स्टेशन के स्विच रुम में एल.टी. पैनल के बदलाव का कार्य।
3. गोरखपुर- ललित नारायण मिश्र रेलवे चिकित्सालय में विद्युत आपूर्ति व्यवस्था का सुदृढीकरण तथा पुराने एल.टी. पैनल का बदलाव एवं यांत्रिक कारखाना, गोरखपुर में पुराने ओसीबी एल.टी. पैनल का नये एसीबी एल.टी. पैनल से बदलाव का कार्य।

क्रम सं०	कार्य का अनुमानित लागत रु. में	धरोहर राशि रु. में	निविदा प्रपत्र का मूल्य रु. में	निविदा खुलने की तिथि	कार्य पूरा करने की अवधि
1.	15,79,189.00	31,590.00	2,400.00	25.05.2009	06 माह
2.	37,19,449.00	74,390.00	4,000.00	25.05.2009	09 माह
3.	45,64,548.00	91,300.00	3,800.00	26.05.2009	06 माह

1. निविदा प्रपत्र उप मुख्य विद्युत इंजीनियर, कार्य, पूर्वोत्तर रेलवे, लखनऊ के कार्यालय से निविदा सूचना प्रकाशित होने के उपरान्त से किसी भी कार्य दिवस में निविदा खुलने की तिथि से एक दिन पूर्व तक 10.00 बजे से 14.00 बजे तक उपलब्ध निविदा प्रपत्र का मूल्य नकद देकर प्राप्त किया जा सकता है। निविदा प्रपत्र डाक द्वारा केवल मनी आर्डर भेज कर निविदा खुलने की तिथि से सात दिन पूर्व तक अतिरिक्त पोस्टल खर्च रु.500/- देकर प्राप्त किया जा सकता है। निविदा मूल्य की यह राशि किसी भी दशा में वापस नहीं होगी ना ही हस्तान्तरित होगी। पोस्टल डाक में किसी भी प्रकार के विलम्ब के लिए रेल प्रशासन जिम्मेदार नहीं होगा।
2. निविदाकार के पास निविदा जमा करने के समय वैध "क" श्रेणी का विद्युत ठेकेदारी का लाइसेन्स एवं इससे संबंधित सभी प्रपत्र जो कि फर्म के नाम में किसी भी राज्य सरकार द्वारा जारी किये गये हों होने चाहिये। इसके अतिरिक्त निविदाकार के पास निम्नलिखित प्रपत्र होने चाहिये-
 - अ. संगठन के कर्मचारियों की सूची जो हाथ में है तथा जो विषयागत कार्य में इन्जो किये जाने हेतु प्रस्तावित है।
 - ब. मशीनरी एवं सयंत्र की सूची जो हाथ में है (अपनी) तथा जो विषयागत कार्य हेतु उपयोग में लायी जानी है (अपनी अथवा किराये पर ली गयी अलग - अलग.)
 - स. विगत तीन वित्तीय वर्षों के अन्तर्गत पूर्ण किये कार्यों की सूची जिसमें कार्य का विवरण, संस्था जिसके अन्तर्गत कार्य किया गया, आबंटित मूल्य, कार्य आबंटन की तिथि, मूल कार्य समापन तिथि, सम्पादित कार्य का मूल्य इंगित होना चाहिये।
 - द. वर्तमान में चालू कार्यों की सूची जिसमें कार्य का विवरण, अनुबन्ध मूल्य, अनुमानित अवशेष कार्य का मूल्य एवं कार्य एवार्ड होने की तिथि इंगित होनी चाहिये।

नोट :-

- i) उपरोक्त 'स' एवं 'द' के साक्ष्य के रूप में जिस संस्था के अन्तर्गत कार्य किया गया है या किया जा रहा है का प्रमाण पत्र संलग्न करना होगा।
 - ii) किसी प्राइवेट व्यक्ति का प्रमाण पत्र मान्य नहीं होगा।
 - iii) निविदा सम्बन्धी अन्य नियम व शर्तें निविदा प्रपत्र में दी गयी हैं उनका अनुपालन निविदाकारों को सुनिश्चित करना होगा।
3. निविदा के लिए न्यूनतम अर्हता निम्न होगी-
 - अ. निविदाकार कार्य के लिए प्रकाशित निविदा मूल्य के कम से कम 35 प्रतिशत लागत का समान प्रकृति का कोई एक कार्य विगत तीन वित्तीय वर्षों में एवं चालू वित्तीय वर्ष में सरकारी/अर्ध सरकारी/पब्लिक सेक्टर संगठन में निष्पादित किया हो।
 - ब. कार्य के लिए नियोक्ता/ग्राहक द्वारा सत्यापित प्रमाण-पत्र या आडिटेड बैलेन्स शीट जिसे चार्टर्ड एकाउन्टेन्ट द्वारा प्रमाणित किया गया हो आदि के अनुसार विगत तीन वित्तीय वर्षों में एवं चालू वित्तीय वर्ष में सफलतापूर्वक ठेके पर सम्पन्न किये गये कार्यों के लिए निविदाकार द्वारा प्राप्त भुगतान, आमंत्रित निविदा लागत का 150 प्रतिशत से कम नहीं होना चाहिये। जिसका प्रमाण पत्र संलग्न करना आवश्यक होगा।

4. **समान कार्य :-**

समान कार्य का अर्थ है- क्रम सं० 1 के कार्य हेतु:- क) वाशिंग पिट, शेड, कारखानों के विद्युतीकरण का कार्य। ख) सर्कुलेटिंग एरिया लाइटिंग के विद्युतीकरण का कार्य। ग) विद्युत सब-स्टेशन की स्थापना का कार्य। घ) यार्ड लाइटिंग की स्थापना का कार्य। च) रोड एवं कालोनी लाइटिंग के विद्युतीकरण का कार्य।

क्रम सं० 2 के कार्य हेतु:- समान कार्य का अर्थ है- क) एल.टी. पैनल की स्थापना का कार्य। ख) एच.टी. पैनल की स्थापना का कार्य। ग) विद्युत सब-स्टेशन की स्थापना का कार्य। घ) ट्रांसफार्मर की स्थापना का कार्य। च) एच.टी. स्विचगियर की स्थापना का कार्य। छ) एल.टी. स्विचगियर की स्थापना का कार्य।

क्रम सं० 3 के कार्य हेतु:- समान कार्य का अर्थ है- क) एल.टी. पैनल की स्थापना का कार्य। ख) एच.टी. पैनल की स्थापना का कार्य। ग) विद्युत सब-स्टेशन की स्थापना का कार्य। घ) ट्रांसफार्मर की स्थापना का कार्य। च) एच.टी. स्विचगियर की स्थापना का कार्य। छ) एल.टी. स्विचगियर की स्थापना का कार्य। ज) 11 केवी पैनल की स्थापना का कार्य। झ) 33 केवी पैनल की स्थापना का कार्य। त) एच. टी. पैनल सहित विद्युत सब-स्टेशन की स्थापना का कार्य। थ) 33/11 केवी एवं 11केवी/415 वोल्ट विद्युत सब-स्टेशन की स्थापना का कार्य।

5. यदि निविदाकार जानबूझ कर गलत सूचना देता है, जिसका प्रमाण पत्र व प्रपत्र निविदा को स्वीकार करने की परिस्थिति पैदा करता है तो रेल प्रशासन को निविदा को किसी भी स्तर पर अमान्य करने साथ ही एक वर्ष तक व्यवसाय पर रोक लगाने का पूर्ण अधिकार होगा। वर्णित तिथि एवं समय के उपरान्त प्राप्त निविदा पर विचार नहीं किया जायेगा।

ज्वाइन्ट वेन्चर/कान्सेटियम्स/एमओओयू पर विचार नहीं किया जायेगा।

6. निविदा प्रपत्र पूर्ण रूप में सभी प्रमाण पत्रों के साथ एक मुहरबन्द लिफाफे में जिस पर कार्य का नाम लिखा हो, उप मुख्य विद्युत इंजीनियर/कार्य पूर्वोत्तर रेलवे, लखनऊ के कार्यालय में या उप मुख्य विद्युत इंजीनियर/कालोनी, पूर्वोत्तर रेलवे, गोरखपुर के कार्यालय में आवंटित निविदा बाक्स में जमा करना होगा। निविदा दिये गये तरीके से मुहरबन्द लिफाफे में पंजीकृत डाक द्वारा भेजा जा सकता है जो वर्णित तिथि व समय से पूर्ण इन कार्यालयों में से किसी एक में पहुंच जाना चाहिये। निर्धारित तिथि व समय के उपरान्त प्राप्त निविदा को निरस्त किया जा सकता है।
7. वे निविदादाता जो (वेबसाइट से) डाउन लोडेड निविदा प्रपत्र देना चाहते हैं, उन्हें निविदा प्रपत्र के साथ किसी भी राष्ट्रीयकृत/शिड्यूलड बैंक के द्वारा जारी किया गया दर्शित मूल्य का बैंक ड्राफ्ट, जो **वित्त सलाहकार एवं मुख्य लेखाधिकारी, पूर्वोत्तर रेलवे के हित में हो तथा लखनऊ में देय हो**, संलग्न करना होगा। निविदा प्रपत्र के साथ आवश्यक धनराशि जमा न किये जाने पर निविदा आफर तुरन्त अयोग्य कर दी जाएगी।
8. उप मुख्य विद्युत इंजीनियर, कार्य, पूर्वोत्तर रेलवे, लखनऊ के कार्यालय के निविदा अनुभाग में मूल निविदा प्रपत्र की प्रमाणित प्रति उपलब्ध है जिसे किसी भी कार्य दिवस में निविदा बेचने हेतु निर्धारित समय में देखा जा सकता है। निविदा एवार्ड होने के पश्चात निविदाकर्ता को उपरोक्त वर्णित मूल निविदा प्रपत्र में दिये गये अनुबन्ध प्रोफार्मा प्रारूप पर रेलवे के साथ अनुबन्ध करना होगा। निविदाकर्ता को वेबसाइट से डाउनलोड किये गये प्रपत्र के प्रारूप पर अनुबन्ध हेतु हस्ताक्षर करने का/आग्रह करने का कोई अधिकार/दावा नहीं प्राप्त होगा।
9. अग्रिम धन नगद में जमा होना चाहिये या जमा रसीद, बैंक ड्राफ्ट, पे आर्डर के रूप में होना चाहिये जो भारतीय स्टेट बैंक या किसी भी राष्ट्रीयकृत/शिड्यूलड बैंक द्वारा वित्त सलाहकार एवं मुख्य लेखाधिकारी, पूर्वोत्तर रेलवे, गोरखपुर के हित में देय हो। अग्रिम धन के रूप में बैंक गारण्टी मान्य नहीं होगी। अग्रिम धन के अभाव में निविदा आफर अयोग्य करार दी जायेगी।
10. अग्रिम धन अनुबन्ध पूरा करने के लिए जमानत के रूप में निविदा खुलने की तिथि से 90 दिनों की अवधि के लिए अथवा परस्पर सहमति से बढ़ाई गई अवधि तक जब तक प्रस्ताव खुला रखता है, जमा रहेगा।
11. रेल प्रशासन को बिना कोई कारण बताये निविदा/निविदाओं को स्वीकृत/अमान्य करने का पूर्ण अधिकार होगा।
12. सफल निविदाकार को स्टाम्प ड्यूटी एक्ट के अनुसार निर्धारित धनराशि के स्टेट ट्रेजरी से खरीदे गये नान जुडीशियल स्टाम्प पेपर अनुबन्ध के समय प्रस्तुत करना होगा।
13. निविदाकार निविदा मूल्य को मंडल खजान्ची, पूर्वोत्तर रेलवे, लखनऊ या स्टेशन अधीक्षक, पूर्वोत्तर रेलवे, लखनऊ के यहाँ शीर्ष जेड-652 में जमा कर मूल मनी रसीद को उप मुख्य विद्युत इंजीनियर, कार्य, पूर्वोत्तर रेलवे, अशोक मार्ग, लखनऊ के कार्यालय में प्रस्तुत कर निविदा प्रपत्र प्राप्त कर सकता है।

निविदा सूचना तथा निविदा प्रपत्र पूर्वोत्तर रेलवे के वेब साइट <http://www.nerailway.gov.in> तथा एन. आई. सी. पोर्टल <http://www.tenders.gov.in> पर भी उपलब्ध है।

उप मुख्य विद्युत इंजीनियर/कार्य,
पूर्वोत्तर रेलवे, लखनऊ
(वास्ते भारत के राष्ट्रपति के लिए और उनकी ओर से)

INSTRUCTIONS TO TENDERER(S) FOR SUBMITTING TENDER DOCUMENTS AFTER DOWN LOADING FROM WEBSITE GIVEN BELOW.

TENDER DOCUMENT

FOR

WORK MENTIONED AGAINST

OPEN TENDER NOTICE NO. – DyCEE/W/LJN/OT/02/2009 Sl.No.1

Name of Work:- Varanasi Divin.-Provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn.,Siwan and Manduadih.

1.0 INSTRUCTIONS

1.1 Tenderer(s) who are submitting downloaded (from website) tender documents must enclose with the tender form a non-refundable tender fee of **Rs. 2400/-** in form of Bank Draft issued by any Nationalized Bank, in favour of FA & CAO/North Eastern Railway payable at Lucknow. Tender offers not accompanying the requisite tender fee shall be summarily rejected.

1.2 A certified copy of original tender document is available in the tender section of Dy. Chief Electrical Engineer/Works/North Eastern Railway/Lucknow which may be seen on any working day during prescribed period for sale of tender form.

Tenderer(s), on award of contract, will have to enter into agreement with Railway in format of above mentioned original tender documents. Tenderer(s) shall not have any right/claim to insist on signing of contract agreements in format on which tender documents were submitted by him after downloading from website.

1.3 If during process of tender finalization it is detected that tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents downloaded from website, then the earnest money deposited by tenderer shall be forfeited by the Railway and offer will be summarily rejected.. Further, if after award of contract it is detected that tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents downloaded from website then Railway will take action to remove the contractor from the work in terms of clause 62 of G.C.C./1999 and initiate such further legal action against contractor as is considered necessary.

Signature of tenderer(s)/contractor(s)

**Dy. Chief Elect. Engineer/Works,
N. E. Railway, Lucknow**

CHAPTER – 1

Tender form (First Sheet)

Tender form (First Sheet)

Tender No.-DyCEE/W/LJN/OT/02/2009 Sl.No.1

Name of work:- Varanasi Divin.-Provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn.,Siwan and Manduadih.

To,
The President of India,
Acting through the Dy. Chief Elect. Engineer (Works)
North Eastern Railway, Lucknow

I/We have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do work for North Eastern Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected upto printed/advance correction slip No..... dated and to carry out the work according to the Special Conditions of Contract and Specifications of material and works as laid down by Railway in the annexed Special Conditions/Specifications and the North Eastern Railway Works Hand Book corrected up to printed/advance corrected slip No..... dated Schedule of rates corrected upto printed/advance correction slip no..... dated for the present contract.

3. A sum of **Rs.31590/-** is herewith forwarded as Earnest money. The full value of the earnest Money 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 execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready: and
- (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. 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.

Signature of Witness:

.....

(1)

Signature of Tenderer(s)

(2)

Date

Address of the Tenderer (s)

Tender form (Second Sheet)

Tender form (Second Sheet)

1. Instructions to Tenderers and conditions of tender – The following documents form part of tender/contract:-

- (a) Tender forms
- (b) Special Conditions
- (c) Specifications, drawings, explanatory notes and Annexure.
- (d) Schedule of approximate quantities.
- (e) North Eastern Railway General Conditions of Contract, Regulations for Tender and Contract – 1999. It is a priced publication. This publication can be obtained from the office of Chief Engineer/N. E. Railway, Gorakhpur on payment (current price is Rs.100.00). The tenderer should obtain copy of the correction slips also which is supplied free of cost with the booklet.

The tenderer shall study the North Eastern Railway General Conditions of Contract Regulations for Tenders & Contracts – 1999 along with other tender documents of the tender before submission of the tender.

1.1 Applicable for tender documents downloaded from internet:

- i) Tenderer/s are free to download tender documents at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender documents will be available in the office of Dy.CEE/Works/Lucknow. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Dy.CEE/Works/Lucknow and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
 - ii) Cost of Tender Documents-
Tender documents are available on North Eastern Railway website i.e. www.nerailway.gov.in and on the NIC portal i.e. www.tenders.gov.in and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender document will have to be deposited by the tenderer in the form of a bank draft payable in favour of FA & CAO/N.E. Railway, Gorakhpur along with the tender document. This should be paid separately and not included in the earnest money. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.
2. Drawings for the work – The general drawings where ever necessary shall be supplied. The contractor will be required to study drawings and make detailed drawings at his own cost and get it approved from the Engineer before execution of work.
3. The Tenderer(s) shall quote his/their rates as a percentage above or below the schedule of Rates except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.
4. Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. **Completion Period :-** The work are required to be completed with in a period of **6 (six) months** from the date of issue of acceptance letter
6. Earnest Money & Security Deposit (a) The tender must be accompanied by a sum of **Rs.31590/-** as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered. Earnest money in cash should be deposited with Chief/Divisional Cashier, North Eastern Railway, Lucknow and cash receipt in original be attached with the offer. Earnest money deposited in any other form must have an endorsement from the authority issuing FDR/Pay Order/D.D. that received from M/s. / Shri _____ and pledged in favour of FA&CAO/N. E. Railway, Gorakhpur

(b) The tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the tender. It is understood that the tender documents has been sold/issued to the tenderer (s) and the tenderer (s) is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy.CEE/Works/Lucknow N.E. Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited, as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.

(c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as security Deposit for the due and faithful authorized of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

(d) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

(e) Performance Guarantee :- The successful bidder should give a performance guarantee in the form as mentioned in the GCC , amounting to 5% of the contract value pledged in favour of FA&CAO/North Eastern Railway, Gorakhpur.

(f) Security Deposit: The total security deposit on acceptance of the tender shall be deposited by the successful tenderer at the rate mentioned in North Eastern Railway regulation for tenders & contracts – 1999 (Part-II) pledged in favour of FA&CAO/North Eastern Railway, Gorakhpur.

(g) Exemption of Earnest Money and Security Deposit: Public sector Undertakings wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail –Tel Corporation etc. are exempted from depositing Earnest Money & Security Deposit.

7 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 no tenderer (s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

8 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.

9. If the Tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Tenderer's credentials – Documents testifying tenderer's previous experience and financial status should be produced along with the tender.

11. Tender must be enclosed in a sealed cover, subscribed " Tender" No..... and must be sent by registered post to the address of Dy.Chief Elect. Engineer/Works, North Eastern Railway, Lucknow or Dy. Chief Electrical Engineer/Colony, North Eastern Railway, Gorakhpur so as to reach his office not later than **14.30** Hours on the due date or deposited in the special box allotted for the purpose in the office of Dy. Chief Elect. Engineer/Works, North Eastern Railway, Lucknow or Dy. Chief Electrical Engineer/Colony, North Eastern Railway, Gorakhpur. This special box will be sealed at **14.30** hours on the due date. The tender will be opened at **15.30** hours on the same day. The Tender papers will not be sold after **14.00** hours on one day before the tender opening date .

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13.Execution of Contract Documents – The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy.CEE/Works/North Eastern Railway/Lucknow for carrying out the work according to General conditions of Contract, Special conditions/specifications annexed to the tender and specifications for work and material of North Eastern Railway as amended/corrected into correction slip mentioned in tender form (First Sheet).

14. Partnership deeds, Power of Attorney Etc.- The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along-with the tender and authorisation to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along-with tender documents, the tender will be treated as having been submitted by individual signing tender documents. 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, authorize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

15. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorized him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

16. Employment/Partnership, etc., of Retired Railway Employees.-(a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pension able post or not, in the department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or relative(s) of the shareholder(s) employed in gazetted capacity in the department of the North Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

.....
(Signature)

(Designation)

.....
Signature of Tenderer(s)

Date

From M/s.....

.....

.....

TO,
The President of India,

Dear Sir,

Sub: Tender for the work of
.....

I /We _____ have read the instructions and conditions of tendering and hereby agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of ninety days from the date fixed for opening the Tender and in default thereof, I/We _____ will be liable for forfeiture of my/our "Security Deposit"

I /We offer to do the work name if which is given on top sheet at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work within _____ months, of the date of issue of letter of acceptance of Tender.

I /We also fully understand and hereby agree to abide by the general and special conditions of the contract and to carry out the work according to the specification for present contract as included in this Tender.

I /We have deposited with the Divl. Cashier, North Eastern Railway _____ the required sum of Rs. _____ as Earnest money which includes security deposit, in respect of above tender for which receipt No. _____ dated _____ has been guaranteed.

I /We enclose a Bank draft from _____ Bank for a sum of Rs. _____ (Rupees _____) as earnest money which includes security deposit in respect of this tender.

The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies if:

- a) I / We do not execute the agreement within seven days after receipt of notice issued by the Railway that such agreement is ready for.
- b) I / We do not commence the work within a reasonable period after the date stipulates in the approved schedule of work.
- c) Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute 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.
- d) I / We enclose the Income Tax Clearance Certificate or a declaration to that effect as required in the tender papers pertaining to me / us for the Year _____.
- e) * I /We have no retired Engineer or retired Gazetted Officer of the Electrical Department of any of the Railway owned and administered by the president of India.

OR

* The list of the retired Engineers or Retired Gazetted officers who are associated with me/ us included as an enclosure to this offer letter.

(* strike out whichever is not applicable)

Yours faithfully,

(Signature of the Tenderer(S))
SEAL OF THE TENDERER

PLACE:

DATE:

Witnessed by :

1. Signature :
Name in Block :
Letters Address :

2. Signature :
Name in Block :
Letters Address :

CHAPTER – 2

TENDER DOCUMENT

SECTION – 1

PREAMBLE & INSTRUCTION TO TENDERERS

1.1 INTRODUCTION

- 1.1.1 On behalf of the President of India, herein after referred to as 'Railway' invites tenders from established, experienced and reliable manufactures, Contractors for execution of electrical works as detailed and advertised in notice inviting tender.

1.2 TENDER DOCUMENT

The tender document consists of following

- 1.2.1 Part-I consists of following :-

Section I	:	Preamble and general instructions to tenderers.
Section II	:	General conditions of the Contract.
Section III	:	Special conditions of the Contract.
Schedule and Annexures.		

1. SALE AND SUBMISSION OF TENDER DOCUMENT:

- Tender documents can be had from office Dy. Chief Electrical Engineer/Works, N. E. Railway, Lucknow on any working day from _____ Hrs. to _____ Hrs. upto _____ on payment of Rs. _____ (Rupees _____) in cash per set after depositing the cash in Chief Cashier Office, N. E. Railway, Lucknow and receipt be produced.
2. Tenderer(s) who are submitting downloaded (from website) tender documents must enclose with the tender form a non refundable fee in form of Bank Draft issued by any Nationalized Bank / Scheduled Bank in favour of FA&CAO, N.E. Railway, Gorakhpur. Tender offers not accompanying with the requisite tender fee shall be summarily rejected.
3. A certified copy of original tender documents is available in the Tender Section of Dy. Chief Electrical Engineer/Works, N. E. Railway, Lucknow, which may be seen on any working day during prescribed period for sale of tender form. Tenderer(S), on award contract, will have to enter into agreement with Railway in format of above mentioned original tender document. Tenderer(s) shall have not any right/claim to insist on signing of contract in format on which tender document were submitted by him after downloading from website.
4. If during process of tender finalization it is detected that tenderer has submitted tender documents making any changes/ addition/ deletions in the tender documents downloaded from website, then the earnest money deposited by tendered shall be forfeited by the Railway. Further, if after award of contract, it is detected that tenderer has submitted tender document after making any change/ addition/ deletion in the tender document down loaded from website, then Railway will take action to remove the contractor from the work in terms clause 62 of GCC/ 1999 with (Latest Amendment) and initiate such further legal action against contractor as is considered necessary.
5. These tender documents must be submitted duly completed in all respects, in sealed cover superscribed as tender form for the work of as indicated on top sheet and should be deposited in the tender box in the office of Dy. Chief Electrical Engineer/Works, N.E. Railway, Lucknow at DRM'S office Complex, N.E. Railway, Lucknow or at the office of Dy. Chief Electrical Engineer/Colony, N.E. Railway, Gorakhpur upto 14:30 Hrs on _____. The tenders will be opened at 15:30 hrs on the same day and rates read out in the Presence of such tenderer(s) as is/ are present. Tenders which are received after the time and date specified above will be considered as per GCC guidelines. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

Tenders sealed and superscribed as aforesaid can also be sent by Registered post addressed to the Dy. CHIEF ELECTRICAL ENGINEER/WORKS, 1st Floor, N. E. Railway DRM Office, Ashok Marg, Lucknow or to the Dy. Chief Electrical Engineer/Colony, N.E. Railway, Gorakhpur but a tender which is received after the time and date specified in para above will be summarily rejected. Tender delivered or sent otherwise will be at the risk of the tenderers.

The rates should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one improper rates are tendered for the same item, the tender is liable to be rejected.

Each page of the tender papers is to be signed and dated by the tenderers or such person/s on his/their behalf who is/ are legally authorized to sign for him/them.

1.3 EARNEST MONEY:

The tender must be accompanied by a sum of **Rs.31590/-** as earnest money in the manner prescribed in this para failing which the tender shall be summarily rejected.

1.3.1 The earnest money shall remain deposited with the Railway for the period of validity of the offer in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the Railway.

1.3.2 The earnest money of the requisite amount referred to in Para 1.3 above is required to be deposited either in cash with the Chief Cashier, North Eastern Railway, Lucknow on any working day, or any of the following forms.

1.3.2.1 Deposit Receipt, Pay Order, Demand Drafts in favour of **F.A. & C.A.O., North Eastern Railway, Gorakhpur.** These forms of earnest money could be either of the State Bank of India or of any of the Nationalized banks.

1.3.2.2 The official cash receipt as the case may be must be attached with the tender failing which the tender will be rejected.

NOTE: Any request for recovery from outstanding bills for earnest money against any tender will not under any circumstances be entertained. Tenders submitted with earnest money in shape of cheques, Government Securities or in any form other than those specified above shall not be considered. Bond of any form are not acceptable.

1.4 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER:

1.4.1 The Earnest money deposited by the successful tenderer with his tender will be retained by the Railway as part of the Security Deposit for the due and faithful fulfillment of the contract by the contractor. The full Security Deposit for the work will be calculated as per provision of GCC applicable as with up to date.

1.4.2 Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting security deposit such as security Deposit in the form of instruments like Bank Guarantee, Fixed Deposit etc. shall be accepted towards security Deposit.

1.5 REFUND OF SECURITY DEPOSIT

1.5.1 Security Deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

No interest will be paid upon the earnest money and security deposit or amounts payable to the contractor under contract.

1.6 PERFORMANCE GUARANTEE :-

1.6.1 The successful bidder should give a performance guarantee to 5% of the contract value in the manner as mentioned in GCC.

1.6.2 The performance guarantee shall be submitted by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days (Fifteen days) after the issue of letter of acceptance and performance guarantee shall also be submitted within this time limit. This guarantee shall be initially valid up to 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 Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

1.6.3 Performance guarantee shall be released after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

- 1.6.4 Wherever, the contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor.
- 1.6.5 The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a joint venture or a partnership firm then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work either in his/ her individual capacity or as a partner of any other joint venture/ partnership firm.

1.7 ARBITRATION AND SETTLEMENT OF DISPUTE

- 1.7.1 Arbitration and settlement of dispute shall be governed vide Clause 63 & 64 of the General Condition of Contract, N.E. Railway 1999 Edition and latest amendment.
- 1.7.2 Following clauses shall be added to the existing clauses under settlement of dispute vide General Condition of Contract, N.E. Railway, 1999 Edition and latest amendment.
- 1.7.3 In the Contractor(s) does/do not prefer his/their specific and final claim in writing, within a period of 90 days of receiving the intimation from the Govt. that final bill is ready for payment he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of the claim.
- 1.7.4 Contractor shall not be permitted to add any fresh claims or items of disputes after submission of final claims as stipulated above,

1.8 LIQUIDATED DAMAGE

Compensation for any delay in completion of work due to reason solely attributable to the contractor(s) shall be recovered from them @ of ½% of the contract value of the work for each week or part of the week the contractor is in default in terms of the General Condition of Contract, 1999 Edition of the N.E. Railway.

1.9 MINIMUM WAGES ACT

The contractor is responsible for the payment of minimum wages as prescribed by the Minimum Wages Act and Rules to the labour employed by him and also for any payment under the Act of any Statutory Amendment or Modification of the Act and Rules as made there under from time to time. In case the Railway has to take anything to any labour or employees of the contractor in respect of any claims arising under any of the Act or Rules mentioned above. The Railway will be entitled to recover the amounts so paid from the money due to the contractor under this contract or any other due.

2.0 PROVISION CONTRACT LABOUR (REGULATION ABOLITION) ACT-1970 & 1971

- 2.0.1 The contractor shall comply with the provision of contract labour (Regulation & Abolition) Act 1970 and the contract labour (Regulation & Abolition) Central Rules 1971 as modified from time to time. Wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Acts and the Rules.
- 2.0.2 The contractor shall obtain a valid license under the aforesaid Acts as modified from time to time before, the commencement of the work and continue to have a valid license until the completion of work. Any failure to fulfill the requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.
- 2.0.3 The contractor shall pay to the labour employed by him directly or through sub contractors the wages as per provisions of aforesaid act and rules wherever applicable. The contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to the labours indirectly engaged on the work including any engaged by sub contractors in connection with the said work, as if the labour had been immediately employed by him.
- 2.0.4 In respect of all labour directly or indirectly employed in the work for performance of the contractor part of the contract, the contractor shall comply with or cause to be complied with the provisions of aforesaid act and the rules wherever applicable.

- 2.0.5 In every case in which by virtue of the provision of aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or his sub contractors in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under aforesaid act and the rules or to incur any expenditure on account of the contingent liability of the Railway due to the contractors failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Railway will recover from the contractors, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under section 20 sub-section(2) and section 21 sub-section (4) of the aforesaid Act. The Railway shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the Railway to the contractor whether under contract or otherwise. The Railway shall bound to contest any claim made against it under sub-section (1) or section 20 and sub-section(4) of the Section(21) of aforesaid Act except on the written request the contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

2.1 ELIGIBILITY CRITERION:

- A. Tenderer should have successfully completed at least one similar single work for a minimum value of 35 % of advertised tender value of work in last three years (i.e. current year and three previous financial years). The work executed in Govt./Semi. Government/ Public Sector Organization shall only be considered.
- B. Tenderer should have received total contractual amount for a minimum of 150% of advertised tender value of work during last three years (i.e. current year and three previous financial years) as per payment certificate from the organization duly issued by the officer of the concerned Government department or as per audited balance sheet certified by the chartered Accountant.

It will be necessary to enclose the certificates to this effect.

- 2.2 Similar Work :-** Similar work means- i) Electrification of washing pits, sheds, workshops etc. ii) Electrification of circulating area lighting. iii) Installation, testing & commissioning of Sub-station. iv) Installation, testing and commissioning of Yard lighting v) Electrification of Road & Colony lighting.

2.3 TENDERER'S ADDRESS:

The tenderer should state in the tender his postal address Telephone Nos. of office & Residence, Mobile (If any), E- Mail (ID) legibly and clearly. Any communication sent in 10 days time to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time documents should be sent by registered post.

2.4 METRIC UNIT:

Dimensions, volumes, weights etc should be quoted in Metric Units.

2.5 CREDENTIALS OF TENDERER

- 2.5.1 The tenderer shall provide satisfactory evidence acceptable to Railways to show that:
They are an established, experienced and reputed construction firm and have regularly undertaken work of the similar type tender and have adequate technical knowledge and practical experience in field. The tenderer(s) is/are required to submit their credentials in support of their financial position of organization, Tools & plants of technical capability to undertake the work. Tenderer should also submit the valid 'A' class Electrical contractor license issued by Electrical Inspector to Government.

3.0 PERIOD OF COMPLETION:

The entire work is required to be completed in all respects within **6 Months** from the date of issue of the acceptance letter.

- 4.0 PRICES:**
- 4.1 All the prices shall be quoted as per details shown in works schedule.
- 4.2 All price shall be FIRM. Price quoted shall include all taxes/excise duty, levies and Octroi etc. Form C&D will not be supplied by Railway.
- 4.3 **MODVAT EXCISE DUTY-IN CASE OF APPLICABLE:**
- 4.4 "The price to be quoted by the tenderer should take into account the credit availed on inputs under the MODVAT scheme introduced w.e.f. 1st March, 1986. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally unconditionally passed on to the purchaser in the price quoted by him".
- 4.5 The following clause may be added to the schedule:
 "We hereby declare that in quoting the above price, we have taken into account the entire Credit on inputs available under the MODVAT scheme introduced w.e.f 1.3.86"
 "We further agree to pass on such additional duties as set offs as may become available in future in respect of all the inputs used in the manufacture on the final product or the date of the supply under the MODVAT scheme by way of reduction of prices and advice the purchaser accordingly.
- 4.6 The supplier/ contractor should insert the following clause in the bill:
 "We certify that no additional duty set offs on the goods supplied by us have accorded under the MODVAT scheme in force on the date of supply after we submitted out quotations and submitted the Present bills."
- 4.7 In the event of MODVAT credit being extended by the Government of India to more items that already covered, the firm should advise the purchaser about the additional benefits accorded, through a letter containing the following certificates or any variation there of as may be considered necessary by individual Railway administration.
 "We hereby declare that we can avail additional duty set offs as per latest MODVAT scheme in force now and we hereby give a reduction as per rules per unit and agree to revised the prices indicated in the order. The current E.D of _____ % age is payable on this reduced price. Thereof , we request you to amend the order accordingly".
- 4.8 Octroi duty exemption certificate: In respect of road deliveries where the Municipal/Local authorities do not accept Octroi duty exception certificate, the Octroi Duty should be borne by the seller.
- 5.0 **Failure to attend the defects**
- All defects and deficiencies advised to the contractor shall be attended to by him promptly. If contractor fails to respond and arrange repair/rectification within reasonable time, the purchaser shall be free to get the repairs done through departmental labour or through any other sources at contractor's expenses without prejudice to the other remedies available under the contract.
- 6.0 **Maintenance Manuals** – On successful completion of work, the contractor shall hand over four copies of the detailed drawings and maintenance manuals of the equipment (if due) duly bound in booklets. Two copies shall be given in the form of CD/floppy to the purchaser prior to release of final payment to the contractor.
- 7.0 **Final Acceptance**
- The final acceptance of the entire installation shall be from the date of expiry of the guarantee period and after contractor's obligation has been fully met under the contract.

SECTION - II

GENERAL CONDITIONS OF CONTRACT

- a) Except where specifically stated otherwise in the tender documents the work will be governed by General Conditions of Contract, Regulations (latest) issued by Railway Board. These conditions have been published by CE/N.E. Railway and available in his office. The tenderer can purchase these instruction and study before tendering.
- b) In the above mentioned publication sub clause (c), (d) and (e) of clause 1 under chapter **"DEFINITION AND INTERPRETATION"** shall be read as under:
- c) "Chief Engineer" shall include the officer in charge of the Electrical department of North Eastern Railway and shall also include the Chief Electrical Engineer (HQ).
- d) "Engineer" shall mean the Dy.Chief Electrical Engineer/Works/Lucknow the Executive Engineer in executive charge of the works and shall include the superior officers of the Electrical Engineering Department of the North Eastern Railway i.e. the Chief Electrical Engineer/Dy. Chief Electrical Engineer/Sr. Divisional Electrical Engineer and shall mean and include the Engineer of the successor Railway.
- e) "Engineer's representative" shall mean the Divisional Electrical Engineer/Assistant Electrical Engineer in direct charge of the works and shall include any Resident Engineer or Sub Engineer or any Inspector of the Electrical Engineering appointed by the North Eastern Railway and shall mean and include the Engineer's Representative of the Successor Railway.

Section-III

SPECIAL CONDITIONS OF CONTRACT

1. **INTRODUCTION:**

The documents forming the tender are to be taken as mutually complementary to one another. The tender shall be governed by tender notice, General conditions of contract, preamble and general Instructions to tenderer and special Conditions of Contract, various schedule, annexure forming the tender document. Wherever there is variance between any of these documents, or conflicting provisions in the documents forming part of the contract, CEE/NER shall be deciding authority with regard to the intentions of the provisions and decision shall be final and binding on the contractor.

2. **SCOPE OF WORK:**

This work mainly consists of provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn., Siwan and Manduadih Rly stations of Varanasi Division.

3. **INSPECTION OF SITE:**

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Railways shall not entertain any request for clarifications from the tenderer regarding such local conditions.

The intending 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 papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the Railways.

In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard,. Such permission will be given in writing by the Railways but all the expenses in this regard will be born by the tenderers.

- 3.2 The Intending tenderer is advised to study the tender papers carefully. Any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof.

These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the tenderer in his offer. Failure to adhere to anyone of all these instructions may render his offer liable to be ignored without any reference.

- 3.3 Should a tenderer find discrepancies in, or omission from the drawing or any of the tender papers or if he has any doubt as to their meaning, same should be mentioned clearly while tendering.

4. **SCHEME OF WORK AND PROGRESS REPORT :-**

- 4.1 The contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/ PERT CHART and scheme for the execution of key phases of the work such as design, procurement, manufacturing, transportation, field erections, trial operation and performance guarantee. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/ PERT CHART.

- 4.2 The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any, between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

5. **COORDINATION WITH OTHER AGENCIES:**

- a. The contractor shall coordinate with other agencies like Railways consultancy contractor if any and other contractors say Civil Engineering Contractors in the area and work in close liaison with them. Railway will assist the contractor wherever necessary.

- b. The contractor will have to carry out his works in close coordinate with Civil Engg. Contractors at all stages and avoid hold up of construction work/ additional work specially in making arrangements for fixing cable conduit, electrical equipments etc. Wherever electrical contractor has to make a chase in the wall or cut the wall, roof etc for fixing electrical equipments he can do so with permission of Railway's Engineer at site and make good the disturbance neatly to the satisfaction of Railway's Engineer at site without any extra cost.

6. **ESTABLISHED AND STANDARD PROCEDURE TO BE FOLLOWED:**

All works connected with and inclusive of installation and erection under this contract shall be done in accordance with the standard established method of installation and erection of electrical equipments and shall comply with relevant Indian Electricity rules, ISI code specifications and standards. The work shall also be strictly in accordance with the instructions/ recommendations of the manufactures.

CHAPTER – 3

PRICES AND PAYMENT

PRICES AND PAYMENT

3.1 Scope:

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

3.2 Schedule of Prices:

(a) Unit Prices For Materials -

The unit prices of materials as given in Schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges all Taxes, Duties and levies (including Octroi etc.) applicable on works contracts, etc. etc.

(b) For Erection -

The unit prices given in Schedule of quantities shall include cost of erection, testing, commissioning and cover all cost of administration of the contract, insurance premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work, etc. etc.

(c) Unit prices quoted shall be FIRM. No price variation shall be allowed, on any account.

3.3 Quantities-

The approximate estimated quantities of various items of works are included in Schedule of quantities and rate. However, quantities can be increased/decreased as stipulated in Special Conditions of Contract.

3.4 New items of work. -

If during the execution of the work the Contractor is called upon to carry out any new item of work not included in **Chapter -5**, the Contractor shall execute such works at such prices as may be mutually agreed in writing with the Purchaser.

3.5 Deduction of taxes from contractor's bills

Wherever the law makes it statutory for the purchaser to deduct any amount towards Sales Tax/Income tax on works contract, the same will be deducted and deposited with the concerned authority.

3.6 Payment:-

On account payment and final payment will be made as per para 46 and 51 respectively of General Conditions of Contract with latest amendments.

3.7 Release of Security Deposit -

Security Deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

CHAPTER – 4

**EXPLANATORY NOTES
SPECIAL DATA AND DRAWINGS ETC.**

Explanatory Notes

Section –I

Special Data and Drawings

Section-II

Alternative Proposal of the Tender (Deviations)

Section - III

Tender's Scheme of Work & Time Schedule

Section - IV

EXPLANTORY NOTES

EXPLANATORY NOTES TO SCHEDULE OF PRICES FOR ELECTRICAL GENERAL SERVICE WORKS

GENERAL

These explanatory notes are for guidance of field staff. Each work has its own particular requirements. Engineer in charge will be responsible for successful execution of work as per technical specifications.

- i) All electrical works should comply with Indian Electricity Act 2003 and Indian Electricity Rules 1956.
- ii) All electrical installations works shall conform to relevant Indian Standard Code of Practice and carried out as per relevant safety code of Practices, Guide for Safety Procedures in Electrical work as per I.S 5216/Pt.I & II /1982 shall be observed.
- III) All components used in installation shall be of appropriate ratings of voltage, current and frequency.
- IV) All minor items viz. hardware items, foundation bolts, termination lugs for electrical connections etc. as required and necessary for proper working of the equipment shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

Item No.1 - In this item the price shall cover the cost of supply, erection, testing & commissioning of out door type 415 Volts pre- cooling cum 110 V battery charging box as per IS: 8623/Part 1 to III / 1993 (Latest version) and as per drawing attached .

Item No.2 - In this item the price shall cover laying per meter length of cable. The price shall also cover cost of sand, bricks, holding cleats, MS angle frame with holding MS clamps, MS nut & bolt, paint etc. The laying of 1.1 KV cable shall be conforming to IS: 1255/1983 (Latest version). Excavation shall be done complying with Code of Safety as per IS 3764/1992.

Item No. 3 - This item shall be conforming to IS: 1536/2001 with amendment No.1 & 3.

Item No. 4 - In this item the work consists of G.I. pipe earthing as per IS:3043/1987. The drawing of Pipe Earthing is enclosed.

Item No. 5 – In this item G.I. wire shall be provided in conformity to IS:732/1989 (Latest version) , IS:4648/1968 (Latest version) and as per IE rule.

Special Data And Drawings

चित्र 8

FIG: 4

पैमाने पर नहीं
NOT TO SCALE

4/16/STD/86

संदर्भ:

REF:

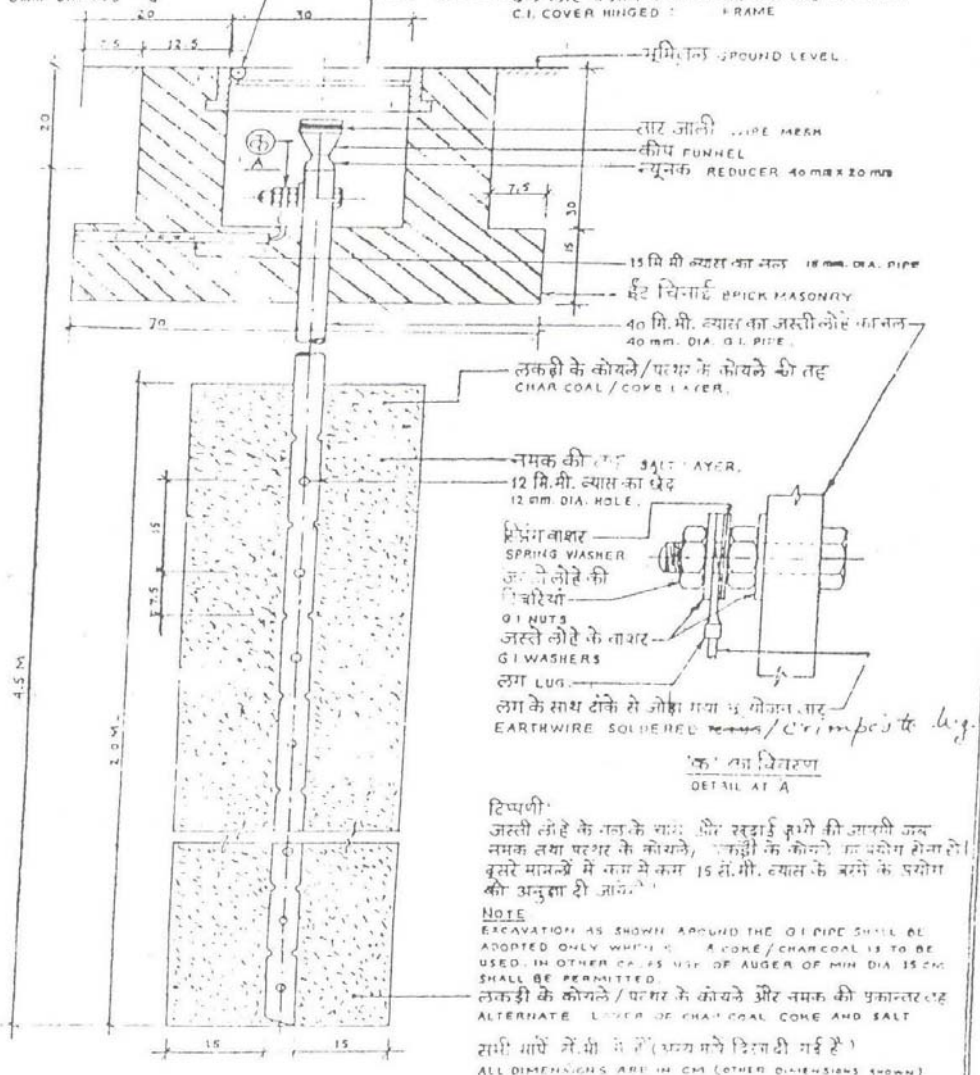
धारा : 3.6.3.1

CLAUSE: 1.6.3.1

नल भू-संयोजन की विधि METHOD OF PIPE EARTHING

6 मि.मी. व्यास की नलम बरपाव की छेद
6mm DIA. HOLE

टले लोहे के फ्रेम में कवचदार टले लोहे का ढक्कन
C.I. COVER HINGED FRAME



EXPLANATORY NOTE FOR 415V PRE-COOLING CUM 110V BATTERY CHARGING BOX

415 VOLTS A.C PRE-COOLING CUM 110V D.C. BATTERY CHARGING BOX SHALL BE FABRICATED WITH M.S. SHEET 3MM THICK AND M.S. ANGLE OF SIZE 40X40X5 MM. THE BOX SHALL BE OF DOOR TYPE, FLOOR MOUNTED, WEATHER, DUST & VERMIN PROOF WITH DEGREE OF PROTECTION IP54. IT SHALL BE DIVIDED INTO TWO COMPARTMENTS OF EQUAL SIZE WHICH SHALL HAVE INDEPENDENTLY HINGED DOORS FOR BOTH THE COMPARTMENTS. LOCKABLE AND DOUBLE EARTHING TERMINAL. PROPER CANOPY SHALL BE PROVIDED ON THE TOP TO PREVENT RAIN WATER ENTERING INSIDE THE BOX. SEPARATE DETACHABLE PLATE 3MM THICK M.S. SHEET FOR BOTH COMPARTMENT SHALL BE PROVIDED 100MM DIA. HOLE WITH GROMMET FOR INCOMING AND OUT-GOING CABLE. INCOMING & OUT-GOING CABLE SHALL BE CONNECTED WITH THE BUS-BAR FROM BOTTOM SIDE. THE BOX SHALL BE FINISHED WITH POWDER COATING OF APPROVED COLOUR THICKNESS NOT LESS THAN 40 MICRONS.

- (A) 1st COMPARTMENT SHALL BE SUITABLE FOR ACCOMMODATING 1 NO. 100A, 4 POLE MCCB/FED TYPE THERMAL MAGNETIC RELEASE 35KA BREAKING CAPACITY AND CONFORMING TO IS:13947/PART-2 & IEC 60947/2, ONE 63A 5PIN (3P+N+E) 415V. PANEL MOUNTED SOCKET WITH SPRING LOCKED COVER & ONE 63A 3PIN (3P+N+E) 415V. PLUG CONFORMING TO IEC 309/1&2, ONE NO. 16A 3PIN (2P+E) 250V. PANEL MOUNTED SOCKET WITH SPRING LOCKED COVER & 1 NO. 16A 3PIN (2P+E) 250V. PLUG CONFORMING TO IEC 309/1&2 AND 200A ALUMINIUM BUS-BAR FOR PHASES & NEUTRAL SHOULD BE FIXED ON FIBER SHEET WITH PVC SLEEVE COLOUR CODED.

2nd COMPARTMENT SHALL BE SUITABLE FOR ACCOMMODATING 1 NO. 32A DC SERIES MCB DP SUITABLE FOR 130V DC SUPPLY, ONE NO. PANEL MOUNTED 32A 3PIN (2P+E) SOCKET WITH SPRING LOCKED COVER & ONE NO. 32A 3PIN (2P+E) PLUG CONFORMING TO IEC 309/1&2 AND 200A ALUMINIUM BUS-BAR FOR TWO POSITIVE & ONE NEGATIVE SHOULD BE FIXED ON FIBER SHEET WITH PVC SLEEVE COLOUR CODED.

- (B) MCCB & MCB SHOULD BE OPERATED WITHOUT OPENING THE FRONT COVER. INTER-CONNECTION WITH SUITABLE SIZE PVC INSULATED COPPER CONDUCTOR CABLE CONFORMING TO IS: 694/1990 FROM BUS-BAR TO MCCB/ MCB TO SOCKET. 3 CORE & 4 CORE PVC INSULATED AND PVC SHEATHED COPPER CONDUCTOR FLEXIBLE CABLE UP TO 110V SHALL BE CONFORMED TO IS: 694 WITH PLUGS. PROPER VISIBLE INDICATION PLATE FLUORESCENT SCREEN PRINTED ON THE FRONT OF BOTH COMPARTMENTS SHALL BE PROVIDED FOR 415V AC PRE-COOLING BOX AND 110V DC BATTERY CHARGING BOX AS APPROVED BY RAILWAY.

- (C) THE BOX SHALL BE GROUTED IN GROUND WITH CEMENT MORTAR MIXING (1:2:4) WITH MUFFING AS PER RAILWAY DRAWING.

NOTE :- IT SHOULD BE ENSURED :

- (i) ALL CABLE CONNECTIONS TO BE DB/J BOX PANEL ETC. SHOULD BE MADE THROUGH PROPER SIZE OF CABLE GLANDS/END FITTINGS. NO SPACE SHOULD BE LEFT OPEN TO AVOID ENTRY OF INSECTS/LIZARDS ETC. IF NECESSARY BLANKING PLATE SHOULD BE PROVIDED IN DB/J.
- (ii) FLEXIBLE/RIGID CONDUITS WHEREVER PROVIDED SHOULD BE WITH SUITABLE END FITTINGS/CLAMPS. CONDUIT SHOULD BE SECURED ON SURFACE THROUGH SUITABLE CLAMPS AT REGULAR INTERVAL AS PER IS SPEC.

NORTH EASTERN RAILWAY

29/03/2019

PRE-COOLING CUM BATTERY CHARGING BOX

BASED ON CEE/NER/ELEC/AC/311 DT 06-1-04 SCALE: (NTS)

DRG. NO. L/CEE/NER/SKP/09/01

11/12/19

L.E. VDRG/ELEC

Alternative Proposal of the Tender
(Deviations)

TENDER'S SCHEME OF WORK & TIME SCHEDULE

CHAPTER – 5

SCHEDULE OF ITEMS, RATES & QUANTITIES

SCHEDULE OF WORK

Tender Form (THIRD SHEET)

Tender Notice No.- DyCEE/W/LJN/OT/02/2009 Sl.No.1

Name of Work:- BSB Divin.-Provision of pre-cooling cum battery charging switch board cabinet at Chhapara Jn.,Siwan and Manduadih.

Approximate Cost:- Rs.1579189/-

Earnest Money:- Rs.31590/-

Date of Tender Opening:- 25.05.2009

Time of Tender Opening:- 15.30 Hrs.

(All Prices in Rupees)

Item No.	Brief Description of work	Unit	Approx Qty.	Rates		Total Cost	
				In Fig.	In word	In Fig.	In Word
1	2	3	4	5	6	7	8
1	Supply installation testing & Commissioning of out - door type 415 volts pre - cooling cum 110 volt battery charging box as per explanatory note and as per IS: 8623/Part 1 to II / 1993 (Latest version) & Drawing No. L/CEE/NER/GKP/09/01. Above box complete with supply, installation, testing and commissioning of 63 Amp, 32 Amp & 16 Amp. Plugs and socket and 100 A, 4 pole MCCB, fixed type, 35 kA breaking capacity with thermal magnetic release and other accessories as reqd.	No.	75				
2	Laying of one number XLPE cable of 1100 V grade of size exceeding 25 sqmm but not exceeding 120 sqmm direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as req. (Cable will be supplied by Railway)	Mtr	2500				
3	Supply and laying of 100 mm dia C.I.(Spun pipe) conforming to IS: 1536/2001 with amendment No.1 & 3 class – B	Mtr	30				
4	Provision of Earth Pit complete with supply and fixing of G.I pipe medium class 4.5 mtr long, 40mm dia with massonary enclosure on the top , alternate layers of salt & charcoal for pipe earth electrode and supply and laying of 6 SWG GI wire as conductor electrode in 15 mm dia G.I. pipe including soldering etc. as per IS:3043/1987 and drawing attached.	No.	15				
5	Supply and recessing/fixing on surface of 6 SWG GI wire for loop earthing as reqd. for earthing of installation as per IE Rule.	Mtr	150				
	TOTAL						

NOTE:

1. Tenderers will quote their rates in figure and in words compulsorily.
2. Railway will reserve the right to delete any item of the schedule.
3. The contractor will do all the masonry work.
4. All Earth work/malba have to be removed on the same day after the execution of the work by the contractor.
5. All the materials used in work should be got approved by Dy. CEE/ Works/ Lucknow (or his authorized representative) before starting the work.

END OF TENDER DOCUMENT (LAST PAGE)