

**BILASPUR DIVISION-ELECTRICAL/SOUTH EAST CENTRAL RLY
TENDER DOCUMENT**

Tender No: OTP-24-25-18-SOLAR2MW

Closing Date/Time: 13/11/2024 15:00

Sr.DEE (G) acting for and on behalf of The President of India invites E-Tenders against Tender No **OTP-24-25-18-SOLAR2MW** Closing Date/Time 13/11/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Implementation of 2MW capacity Rooftop Solar PV Project for Bilaspur Division on CAPEX mode (in lieu of PPP mode).		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	13/11/2024 15:00	Date Time Of Uploading Tender	21/10/2024 18:24
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	86632060.00	Tendering Section	TENDER 1
Bidding Style	[Decision at Schedule level]	Bidding Unit	
Earnest Money (Rs.)	583200.00	Validity of Offer (Days)	45
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	30/10/2024	Are Joint Venture (JV) firms allowed to bid	Yes
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Solarization of Rooftop

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 01 -Implementation of 2MW capacity Rooftop Solar PV Project for Bilaspur Division on CAPEX mode (in lieu of PPP mode).							86632060.00	Above/ Below/Par
1	1	700.00	KWp	45118.48	31582936.00	AT Par	31582936.00	
	Description:- Provision of Rooftop Solar Plants of capacity >10KW upto 100KW . (Inclusive of GST:18%)							
2	2	1300.00	KWp	42345.48	55049124.00	AT Par	55049124.00	
	Description:- Provision of Rooftop Solar Plants of capacity >100KW upto 500KW . (Inclusive of GST:18%)							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Financial Criteria

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

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1.1	The tenderers shall submit requisite information as per Annexure-VIB.	No	No	Allowed (Mandatory)
1.2	The Tenderer shall submit the following: Certificate of Contractual receipts issued by the employer/client as per format prescribed in "Annexure-H". In any case payment received by tenderer for each financial year of qualifying period should be clearly mentioned in the payment certificate submitted by the tenderer	No	No	Allowed (Optional)

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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	No	No	Allowed (Mandatory)
1.1	Definition of Similar nature of works -The tenderer should have satisfactorily executed and completed any work as mentioned below: "1.Electrification of service building or staff quarters or Offices or Road and Colony Lighting or Circulating Area Lighting or Washing Pits or Sheds or Workshops or UTS/PRS or UPS OR Battery charging facilities or Pre-cooling facilities on platforms and yard etc.2. Erection and commissioning of LT,HT upto 33 kv overhead lines or Electrical Sub-station or LT/HT UG power cables.3.Annual Electrical Maintenance contract of Service building or Staff quarters or Electrical sub stations or DG set or Train lighting and/or Air conditioning coaches excluding RMPU units of AC coaches.4.Erection and Commissioning of any type and capacity of Electrical Pumping set.5.Electrification of ON Grid connected or Off-Grid connected solar power plant.6.Electrification of Advanced Energy metering system or Smart Energy metering system or Prepaid Energy meters.7.Erection and Commissioning or AMC /CMC of Window/split ACs/Water Coolers/Refrigerators/ductable package system of air-conditioning/Centralized Air Cooling unit/centralized air conditioning unit or hiring of desert coolers/air coolers.8.Any above work or combination of (1)to (7) above. The above work must have been carried out in any of the following organization:(a) Central Government Department or State Government Department. (b) Central Government PSUs or State Government PSUs."	No	No	Not Allowed
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	Not Allowed
1.3	The tenderer shall submit Experience Certificate as per format prescribed in Annexure W. The copy of respective letter of acceptance/agreement for which experience certificate has been produced must be enclosed in support of "Similar Nature of Work".	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.

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

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

S.No.	Description
1	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	The following documents should be submitted along with the Tender:	No	No	Not Allowed
1.1	List of Personnel Organization available on hand and proposed to be engaged for the subject work as per format given in Annexure-A	No	No	Allowed (Optional)
1.2	List of works completed in Government/Semi-Government (fully owned by Govt.) departments in the last three financial years giving description of work. Organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule completion and final value of contract should also be given as per format given in Annexure-B	No	No	Allowed (Optional)
1.3	List of work on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award as per format given in Annexure-C	No	No	Allowed (Optional)
1.4	Tenderers personnel information in the format enclosed as annexure -D	No	No	Allowed (Optional)
1.5	Valid Class A ECL (Electrical Contractor License) issued in favour of Firms/tenderers only. Tenders submitted with Class A ECL issued in the name of other firms/tenderers will be summarily rejected. In case the Class A'ECL is not valid on the date of opening of tender, details of renewal should be submitted.	Yes	No	Allowed (Mandatory)
1.6	Certificate of information regarding employment/partnership etc. Of retired railway employees with the tenderer as per format given in Annexure-E.	Yes	No	Allowed (Mandatory)

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1.7	Annexure -V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) /Hindu Undivided Family (HUH / 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. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Allowed (Mandatory)
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	SECURITY MONEY:- The successful tenderer shall have to deposit security money @ 5.0% of total value of the contract awarded for proper execution of the contract. The security deposit shall be recovered @ 6.0% from the bill amount till the full SD is released. The amount of earnest money / security deposit if any refundable to the tenderer for any other work accepted and completed by him /them, they can not be set off towards the earnest money /security deposit due against this Tender. The earnest money/security deposit receipts of Banks should be placed and hypothecated in favour of the PFA/ S. E. C. Rly /BSP.	No	No	Not Allowed
1.1	Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.	No	No	Not Allowed
2	The Tender Committee shall not be bound to accept the lowest BID and reserves the right to accept or reject any tender without assigning any reason to the tenderer. However negotiation may be made with the lowest valid and eligible tenderer as regards the rates or any other issue.	No	No	Not Allowed

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3	The successful Tenderer shall have to UNDERTAKE THE WORK at the rate quoted and subject to acceptance of his tender by the Sr.DEE (RS&G)/ S.E.C. Railway, Bilaspur which would constitute the contract binding between the parties, subject to execution of written agreement as stipulated, with the President Of India acting through the Sr.DEE (RS&G)/ S. E. C. Railway, Bilaspur for carrying out the work according to the conditions of the contract. In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railways shall be entitled to forfeit the full amount of security deposit and to recover the liquidated damages for such default.	No	No	Not Allowed
3.1	Bid Security: (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:(1) For works estimated to cost up to 1 crore: 2% of the estimated cost of the work. (2)For works estimated to cost more than 1 crore: 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond 1 crore subject to a maximum of 1 crore.	No	No	Not Allowed
3.2	Note: (i) The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.	No	No	Not Allowed
3.3	(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.	No	No	Not Allowed
3.4	(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed

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3.5	(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids. iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
4	Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.	No	No	Not Allowed
5	2% Income Tax will be deducted from the monthly bills. All other taxes including Service tax as applicable from time to time shall be borne by the contractor. In the EVENT OF FAILURE of the contractor to execute the agreement and/ or to take up the work on the date and time specified in the letter of acceptance, the security deposit is liable to be forfeited.	No	No	Not Allowed
6	The Railway Administration reserves the right either not to award any of all the works to the contractor to increase or decrease the value of works without assigning any reasons. Contractor will not be entitled to any compensation whatsoever in such case.No INTEREST shall be payable either on the earnest money or on security deposit or PG.	No	No	Not Allowed
7	EMPLOYMENT OF STAFFS: - The contractor shall employ such persons who have been working with good record in the same field on the existing terms and conditions or on such other terms and conditions which are more beneficial.	No	No	Not Allowed

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8	Should a tenderer or a contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Electrical Engineering department of South East Central Railway or in the case of partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner or a share holder of a relative of the share holder be employed in Gazetted capacity in the Electrical Engineering Department of South East Central Railway ; the authority inviting tenders shall be informed of the fact at the time of submission of tenders , failing which the tender may be rejected or if such fact subsequently comes to light then the contract may be in accordance with the provision in the General conditions of contract.	No	No	Not Allowed
9	It shall be understood that every endeavor has been made to avoid any error which can Materially affect the basis of the tender and the successful tender shall take open himself and provide for the risk of any error which may subsequently may be discovered and shall not make subsequently claim on account thereof.	No	No	Not Allowed
10	In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.	No	No	Not Allowed
11	The Schedules of Works is also available seperately in the website online and Rates are to be quoted online and submitted online duly signed digitally.	No	No	Not Allowed
12	Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.	No	No	Not Allowed
13	In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on any convenient day after the closing date/time of tenders.	No	No	Not Allowed
14	SUBMISSION OF DOCUMENTS IN SUPPORT OF ELIGILIITY CRITERIA- All documents in support of fulfilment of the eligibility criteria with respect to completion of Similar nature of work for Technical Eligibility Criteria and Total gross contractual receipt value for Financial Eligibility Criteria should be uploaded online in the website with scanned copy in pdf format at the time of tender bidding with details showing in the Annexure(s).	No	No	Not Allowed
15	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender opened for acceptance for a period of 45 (forty five) 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 the work for South East Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within as mentioned in NIT from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
16	Instructions to tenderers and conditions of tender: - The following documents form part of Tender/Contract:	No	No	Not Allowed
16.1	Tender forms- First sheet and second sheet.	No	No	Not Allowed
16.2	Special conditions/specifications	No	No	Not Allowed

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16.3	Standard General Conditions of Contract-April-2022 and standard specification for materials and works (IRUSS-2019) as amended/corrected upto latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer(RS&G), South East Central Railway on payment of prescribed charges .	No	No	Not Allowed
17	(b) The Tenderer(s) shall keep the offer open for a minimum period of Forty Five 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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the South East Central 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.	No	No	Not Allowed
18	Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below: (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, In case contract is terminated railway shall be entitled to forfeit EMD and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed

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18.1	<p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:- (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted. (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value. (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of these conditions.</p>	No	No	Not Allowed
19	<p>Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.</p>	No	No	Not Allowed
20	<p>Obligation of the contractors :- The contractor shall fully comply with the following enactments:</p>	No	No	Not Allowed
20.1	<p>(a)Contract labour (R & A) Act, 1970 and rules formed there in under the Central labour Department. (b)Wage Rates not less than that notified by Central/State labour Department from time to time. (c)Payment of wages Act. (d)ESI Act, 1948 and contribution of Employer/Contractor @ 4.75% of wages. (e)EPF Act, 1952 and contribution of Employer/Contractor @ 13.61% of wages. (f)workman's compensation Act, 1923.(with latest amendments.) (g)SECR instructions as issued from time to time in regard to working hours, holidays, or any other statutory provision.</p>	No	No	Not Allowed
21	<p>The contractor shall obtain license from the assistant labour commissioner (Central), or appropriate government if he engages twenty or more workmen only. The contractor shall observe weekly rest day according to normal norms</p>	No	No	Not Allowed
22	<p>Contractor shall obtain complete bio-data of the labour employment certificate and antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the personnel department/IR section through the contract executing officers before commencement of the work.</p>	No	No	Not Allowed

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23	The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision	No	No	Not Allowed
24	Non-compliance of any provision under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract	No	No	Not Allowed
25	Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.	No	No	Not Allowed
26	The contractor shall give all notices required by the acts, regulation, By laws, legal acts and pay all fees in connection therewith unless and other wise arranged and decided in writing with SECR. In all such cases, contractor shall protect and indemnify SECR against any claim or liability arising from or based on the violation of any such laws, ordinance, regulations, orders, decrees or attachment either by himself or by his employees.	No	No	Not Allowed
27	It shall be contractors sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify SECR against any claims for damages for injury to the person or property resulting from any such accidents and losses shall, where the provisions of the workmen's compensation Act apply, take steps to properly insure against any claims there under.	No	No	Not Allowed
28	The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipments.	No	No	Not Allowed
29	On the occurrence of an accident, which result in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Principal Employer or official in charge of the work.	No	No	Not Allowed
30	The contractor shall ensure abidance by all the labour laws especially including contract labour (R&A) Act, payment of wages Act workmen's compensation Act, minimum wages Act, ESI Act and provident fund act as amended from time to time, and contributes @ 4.75% of wages in favour of Labours.	No	No	Not Allowed
31	The contractor shall comply with provident fund Act as amended from time to time either through PF code allotted to him or by the code provided by PF Department where 20 or more labours are engaged and contributes @ 13.61% of wages in favour of Labours.	No	No	Not Allowed
32	The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.	No	No	Not Allowed
33	The contractor shall provide the required safety equipment to the labours engaged by him	No	No	Not Allowed
34	Contractor shall issue Employment Card as per status to all labour and supervisors covered under the job work contract.	No	No	Not Allowed
35	Contractor must ensure that payment of wages to workmen should be made in presence of representative of Principal Employer or in presence of Staff welfare inspector.	No	No	Not Allowed
36	The tenderer(s) shall quote his/their rates as a percentage above or below the schedule of rates of the South East Central Railway as applicable to Bilaspur Division 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 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.	No	No	Not Allowed
37	Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer (S) in his/their entries must be attested by him/them.	No	No	Not Allowed

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38	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 tender(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.	No	No	Not Allowed
39	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
40	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 acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.	No	No	Not Allowed
41	Execution of contract documents:- The successful tenderer(s) shall be required to execute an agreement with the president of India acting through the South East Central Railway for carrying out the work according to Standard General condition of contract, Special conditions/specifications. annexed to the tender and specifications for work and materials of Railway as amended/corrected upto latest correction slips, mentioned in tender form (first sheet).	No	No	Not Allowed
42	Price Variation Clause (PVC): 46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).	No	No	Not Allowed
42.1	46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration. 46A.3 Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except: (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37, (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder. 46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed. 46A.5 No price variation shall be admissible for fixed components. 46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given in GCC-2022.	No	No	Not Allowed
43	Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.	No	No	Not Allowed
44	Communications to be in writing: All notices, communications, reference and complaints made by the Railway or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized	No	No	Not Allowed

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45	Assignment Or Subletting of Contract: The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under clause 62 of GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation.	No	No	Not Allowed
46	Railway Passes: No free Railway passes shall be issued by the Railway to the Contractor or any of his employee/worker	No	No	Not Allowed
47	Representation on Works: The contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Sr.DEE(RS&G)/BSP and orders given by the officer or the nominated representative for said work to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting himself, the contractor shall furnish the name and address of his representative for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of GCC.	No	No	Not Allowed
48	Security Deposit: The Security Deposit shall be 5% of the contract value. Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.	No	No	Not Allowed
49	16.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract as per clause 51.(1) and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable. 16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. 16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.	No	No	Not Allowed
50	EXECUTION OF WORKS (9) Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of work, the conformation of the ground, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract, clarified all the points and doubts and interpretations by the proper authorities of the Railway.	No	No	Not Allowed

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51	Powers of Modification to Contract: The competent authority on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done and the contractor will not be entitled to any compensation for any increase /reduction in the quantities of work but will be paid only for the actual amount or work done and for approved materials supplied a specific order.	No	No	Not Allowed
52	On Account Payments: Payment to the contractor will be done on submission of CC on A/c Bills verification of records, preferably on monthly basis by Electronic Fund Transfer (EFT) at the sole discretion of the Railway Administration in current account of contractor through any of the nationalized /schedule bank. For this proforma collect from this office before made first bill and is to be essentially filled up by the tenderer and submit the same to accounts department for releasing the payment.	No	No	Not Allowed
53	It shall be understood that every endeavor has been made to avoid any error which can Materially affect the basis of the tender and the successful tender shall take open himself and provide for the risk of any error which may subsequently may be discovered and shall not make subsequently claim on account thereof.	No	No	Not Allowed
54	GENERAL INSTRUCTIONS TO TENDERERS For e-Tenders	No	No	Not Allowed
54.1	E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender. No Tender document in hard copy will be sold against this tender Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender through online.	No	No	Not Allowed
54.2	E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.	No	No	Not Allowed
54.3	The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 2 above as well as Schedule of Tender, General and Special Conditions.	No	No	Not Allowed
54.4	The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.	No	No	Not Allowed
54.4.1	The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag or glitch.	No	No	Not Allowed
54.5	The Railway may, of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion at least 10 days before the due date of closing of the tender as corrigendum.	No	No	Not Allowed
54.6	Corrigendum as required may be issued atleast 15 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly. Failure on the part of tenderer on this aspect will be solely tenderers responsibility.	No	No	Not Allowed

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54.7	This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Tender schedules, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as Tender Document & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.	No	No	Not Allowed
54.8	The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.	No	No	Not Allowed
54.9	In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.	No	No	Not Allowed
54.10	Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mismanipulation or any reasons related with the IT or found unsuitable for the tender etc. In this regard Railway and IREPS website will not entertain any claim or refund the paid amount.	No	No	Not Allowed
54.11	All documents uploaded or information furnished in the website are digitally signed by the competent authority.	No	No	Not Allowed
54.12	If any certificates or details enclosed by tenderer are found to be fake / bogus / tampered, such of those agencies shall not be awarded any work in South East Central Railway for a period of five years from the date of opening of the tender. Joint ventures or partnership firms or any other nature of firm in which such agencies are a party shall also not be awarded any work for this period of five years.	No	No	Not Allowed
54.13	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
55	NIT PERIOD IS SPLITTED AS UNDER- Advertisement period- Time during which all information pertaining to tender shall be available BUT OFFERS CAN NOT BE SUBMITTED . Offer Submission Period - 15 (Fifteen) days prior to opening of tender during which TENDERERS CAN SUBMIT THEIR OFFER.	No	No	Not Allowed
56	INCONSISTENCY BETWEEN THE DOCUMENTS The Indian railway standard General Condition of Contract shall be read with all correction slips and amendments issued thereto from time to time upto the date of tender notice and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions & specifications laid in this tender document, the later shall prevail.	No	No	Not Allowed

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57	TENDERER'S POSTAL ADDRESS 3 . 1 Address of tenderer: The address, email - Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes. All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.	No	No	Not Allowed
58	THE SCHEDULE OF WORKS The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.	No	No	Not Allowed
59	INSPECTION OF DATA Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.	No	No	Not Allowed
60	Purchase voucher/ test certificate / guarantee certificate etc., from the manufacturer or their authorized dealer shall be produced in original on demand to the Sr.DEE/RS&G/BSP for all or part of the supplied materials.	No	No	Not Allowed
61	For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.	No	No	Not Allowed
61.1	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.	No	No	Not Allowed
61.2	The option so exercised, shall be an integral part of the bidder's offer. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.	No	No	Not Allowed
61.3	In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: The LC shall be a sight LC. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.	No	No	Not Allowed
61.4	SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in current financial year. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.	No	No	Not Allowed
62	SUBMISSION OF EARNEST MONEY: Tender must be accompanied with Earnest Money of requisite amount as mentioned in NIT in A/c of F.A.& C.A.O., S.E.C.Railway, Bilaspur deposited through Internet Banking, or payment gateway only before the closing date.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	I/We also hereby agree to abide by the IRS-General Conditions of Contract- April-2022, with all correction slips up to date of tender opening [including Indian Railways Standard General Conditions of Contract, April-2022 (Advance Correction Slip No. 1) vide Railway Board's letter no. 2022/CE-I/CT/GCC-2022/Policy dtd.14.07.2022] and to carry out the work according to the special conditions of contract and Specification of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, with all correction slips up to date of tender opening for the present contract.	No	No	Not Allowed
1.1	ADDITIONAL SPECIAL CONDITIONS -PART-I-These "Additional Special Conditions", the clauses of the instructions to tenderers and the stipulations made in the schedule of items of work if any shall govern the works done the contract in addition to and/or part supersession of GCC-2022 corrected up to date of tender opening. When there is any conflict between the instructions to Tenderers with additional special conditions and with stipulations contained in the schedule of items on one hand, the S.E.C.Railway Schedule of Rates (2010) Vol. I and II corrected upto date on the other hand the former shall prevail.	No	No	Not Allowed
2	Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
2.1	All the rates are inclusive of GST.	No	No	Not Allowed
3	All the expenses in drawing up the agreement and the cost of stamp duty if any shall be done by the Railway administration. No passes of any kind for self, agent and labourers for any purpose in connection with this tender/contract will be issued to the contractor. Any change in the address of the contractor shall be forth with intimated in writing to the Railway. The Railway will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this.	No	No	Not Allowed
4	The cancellation of any document such as power of attorney, partnership deed, etc. Shall forthwith be communicated by the contractor to the Railway in writing failing which the Railways shall have no responsibility of liability for any action on the strength of the said documents. If the contractor's Firm is dissolved due to death or retirement of any partner or any reasons whatsoever before fully completing the whole work for any part of it, undertaken by the principal agreement the partners jointly, separately and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any by the Rly. Due to such dissolution. The amount of such compensation shall be decided by the General Manager of the Rly. and his decision in the matter shall be final and binding on the contractor(s).	No	No	Not Allowed

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5	<p>PAYMENT CLAUSE :- [a] On account bill will be paid up to maximum of 90% of the contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor if any in case of contract value above Rs. 50 lakhs.[b]. On account bill will be paid upto maximum of 90% up to Rs. 50 lakhs of contract value and above Rs. 50 lakhs up to 95% of the balance contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor if any in case of contract value above Rs. 50 Lakhs. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.</p>	No	No	Not Allowed
6	<p>The deployment of all plant and machinery including moving machines should be such as not to infringe or cause damage to Rly. Track or any other Govt. or Private properties. Operation of such equipment involving infringement to moving dimensions prescribed in hand book the schedule of dimension for the Rly. shall not be under taken without the prior permission of Divisional Engineer. From any loss or damage resulting from violation of this clause, the contractor(s) shall be wholly responsible. Any damage/loss caused to Railway property during execution of the work by the contractors, firm is liable to be recovered from their bills.</p>	No	No	Not Allowed
7	<p>In the case of tenderer/contractor depositing security deposit in the shape of Fixed Deposit Receipt, it shall be the responsibility of the tenderer/contractor to advise the Sr. D.F.M/S.E.C.Rly./Bilaspur for renewal and revalidation of the currency period of the fixed deposit, as required. Such advise by the contractor should be made well in advance so as to reach the Sr. DFM/S.E.C.Rly./Bilaspur not latter than one month before the expiry of the currency period, the Tenderer/ Contractor fail to do so, the loss of interests on the fixed deposit, if any, shall be solely on the Tenderer's/Contractor's account and the Rly. shall not in any way liable and responsible for the loss of interest suffered by the tenderer/ contractor. In respect of work, the contract value of which is more than Rs.5,000/- each a deduction of 2% on the gross payment from each of the contractor's bill will be made in terms of section 194(C) of Income Tax Act of 1961.</p>	No	No	Not Allowed
8	<p>The tenderer may be required to engage surplus/retrenched casual labourers of the S.E.C.Railway, if found suitable upto the extent of 20(twenty) persons for each lakh or part of the value of the contract during the urgency of the contract. The terms of employment between such labour and the tenderer may be on mutually agreed terms subject to the statutory provision contained in the Labour Regulations and Enactments. The contractor shall indemnify the Rly. against the claim arising out of employment of such labour and the Rly. shall not be a party to any disputes etc. arising out of the employment of such labour by the tenderer.</p>	No	No	Not Allowed

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9	<p>For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. The option so exercised, shall be an integral part of the bidder's offer. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: The LC shall be a sight LC. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2022-23. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p>	No	No	Not Allowed
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10	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value. d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p>	No	No	Not Allowed
11	<p>Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.</p>	No	No	Not Allowed
12	<p>(c) The contractor once registered on the ported, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis. (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.</p>	No	No	Not Allowed

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13	ADDITIONAL SPECIAL CONDITIONS PART-II- Income Tax- 2% (Two percent) as applicable are recoverable for the work executed under the contract. Contractor should quote the rate including GST as applicable. All materials shall conform to the relevant Indian Standard Specification. Guidelines are given on the drawings shall be strictly followed. If any deviation from the specifications is felt necessary, it shall be got approved by the competent authority only, before proceeding with the work.	No	No	Not Allowed
14	INSPECTION: wherever considered necessary by Sr.DEE/RS&G/BSP , the materials will be inspected at the factory before dispatch, by RITES/ Sr.DEE/RS&G/BSP or Authorized Representative of Sr.DEE/RS&G/BSP SEC Railway. All the cost related to inspection of material (either consignee or RITES etc) to be born by the tenderer.	No	No	Not Allowed
15	ACCOMMODATION: Contractors will be required to make his/their own arrangements for the accommodation of his/their staff, materials and tools etc. at his/their own risk and cost.	No	No	Not Allowed
16	Supervision of work shall be conducted by Sr.DEE/RS&G/BSP or his authorized representative. Purchase voucher/ test certificate / guarantee certificate etc., from the manufacturer or their authorized dealer shall be produced in original on demand to the Sr.DEE/RS&G/BSP for all or part of the supplied materials. Any released material should be returned properly to the area depot incharge/consignee through return challan. The Sr.Divl Elect. Engineer (RS&G) SEC Railway /Bilaspur reserves the right to increase, decrease or delete totally any quantity of the tender schedule depending upon the conditions prevailing at the time of execution of the work. All the cost related to inspection of material (either consignee or RITES etc) to be born by the tenderer. During supply of materials any deviation/Non availability of materials may occurs, Sr. DEE(RS&G)/BSP will be the final authority to change the materials.	No	No	Not Allowed
16.1	As per policy vide office's letter no. EL/W/BSP/Policy/2022/02 dated 10.09.2022: 1. There is no need to approve the sample from Sr.DEE(RS&G) office. Contractor will supply the materials of any make specified in LOA. It is the responsibility of consignee to match the specification of item with the LOA before accepting the materials. Similar procedure will apply for execution items also. 2. If there is deviation in specification given in LOA & the material offered to supply by the contractor, then only concerned field incharge will approach to Sr.DEE(RS&G) office for clarification & Approval.	No	No	Not Allowed
16.2	For those items in supply/execution (labour) schedules for which no any make/brand is mentioned in LOA, Approval of such items shall be obtained by contractor from Sr.DEE(RS&G) office before supply/installation/usage.	No	No	Not Allowed
17	42.(1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.	No	No	Not Allowed
18	1% building & welfare cess to be deducted from contractor's bill.	No	No	Not Allowed
19	The contractor in addition to the indemnity provided by law shall indemnify the Railway Administration against all liability whatsoever to pay compensation under Workmen compensation Act 1923 as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.	No	No	Not Allowed
20	Taxes and penalty if levied shall be borne by the tenderer.	No	No	Not Allowed

Undertakings

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S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
2	The all above particulars, conditions and instructions are read and understood by me/us and accepted by me/us.	No	No	Not Allowed
3	I/We also hereby agree to abide by the IRS-General Conditions of Contract- April, 2022, with all correction slips up to date of tender opening and to carry out the work according to the special conditions of contract and Specification of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, with all correction slips up to date of tender opening for the present contract.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	AnnexureE.pdf	Annexure E
2	2MWRooftopongridSolarplant.pdf	Scope of Work Tech Specifications
3	GCC_April-2022.pdf	GCC 2022
4	revisedGCC2022Amendments.pdf	GCC2022 Amendment
5	ABCD.pdf	Annexure ABCD
6	H.pdf	Annexure H
7	NewVA.pdf	Annexure VA NEW
8	VIB.pdf	Annexure VI B
9	W.pdf	Annexure W
10	letterofcredit.pdf	Letter of credit
11	VIA.pdf	Annexure VI A
12	GCCCSmerged.pdf	GCC Advance Correction Slips

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

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

Signed By: KRISHNA KUMAR BHARDWAJ

Designation : Sr.DEE