

**SAMBALPUR DIVN-ENGG/ECOR
TENDER DOCUMENT**

Tender No: 32-eT-DENC-SBP-22

Closing Date/Time: 30/12/2022 15:00

DRM/ENGG/SBP acting for and on behalf of The President of India invites E-Tenders against Tender No 32-eT-DENC-SBP-22 Closing Date/Time 30/12/2022 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	Execution of Horticulture works at DRM office complex premises, other service building premises including sector A, B, C, D and Rainagar in Sambalpur Railway settlement for the period ending 30.06.2023 under ADEN/Settlement/Sambalpur.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	30/12/2022 15:00	Date Time Of Uploading Tender	07/12/2022 16:48
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	4987500.00	Tendering Section	DEN CENTRL
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	99800.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	6 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	16/12/2022	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A-Execution of items covered under CPWD's Delhi Schedule of Rates 2018 (Horticulture and Landscaping).							3787500.00	Above/ Below/Par
01	Lump Sum				5050000.00	(-) 25.00	3787500.00	
Description :- Refer Annexure-A of Special Conditions of Contract.								

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule B-Execution of items covered under CPWD's Delhi Schedule of Rates 2018 (Vol-I & Vol-II).							1200000.00	Above/ Below/Par
01	Lump Sum				1600000.00	(-) 25.00	1200000.00	
Description :- Refer Annexure-B of Special Conditions of Contract.								

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

5. COMPLIANCE

Check Lst

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Whether cost of the Bid Security in acceptable form i.e. only through net banking or e-payment gateways 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 90 days beyond the bid validity period. For submission of Bid Security in the form of Bank Guarantee, all the procedures mentioned at Para 5 Bid Security (3) (i) to (viii) should invariably be followed.	No	No	Not Allowed
2	Whether documents related to all mandatory requirements like eligibility criteria, certificate of familiarisation etc as applicable and mentioned in the compliance lists are enclosed with the tender.	No	No	Not Allowed

Commercial-Compliance

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1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
2	For all tenders having advertised cost of Rs.10 lakh or above, the contractor shall have to submit the option to take payment from Railways through a letter of credit (LC) arrangement. The tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. The 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. (The tenderer have to submit the option to take payment from Railway through a Letter of Credit arrangement)	Yes	Yes	Allowed (Optional)
3	The Tenderer/Tenderers have to mention his/their ESI Code & EPF Code with his/their offer.	Yes	Yes	Allowed (Optional)
4	Please submit your bank details in the enclosed Annexure (Form No.E-5) NEFT/ECS (Credit Clearing) Model Mandate Form	No	No	Allowed (Mandatory)
5	(i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) The Other documents to be submitted in support of the above as per Clause No. 14 (ii) of GCC-2022. (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo-moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV shall be considered only where permissible as per the tender conditions. (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	Yes	Yes	Allowed (Mandatory)
6	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of 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 authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. A separate 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, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate. The tenderer should have to submit Power of Attorney along with his offer stated above.	Yes	Yes	Allowed (Mandatory)

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7	<p>Employment/Partnership etc. of Retired Railway Employees: (a) Should a tenderer i) 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 pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and 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, 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. b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer. c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note: -If information as required as per 8.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.</p>	No	Yes	Allowed (Mandatory)
8	Please submit the certificate of familiarisation to the work as per the Annexed document.	Yes	No	Allowed (Mandatory)
9	An undertaking should be enclosed that the Firm / HUF / JV / Company / LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.	No	No	Allowed (Mandatory)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Indian Railways Standard General Conditions of Contract, April-2022 with all up to date correction slip and amendments. (Care in Submission of Tender)	No	No	Not Allowed
1.1	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 State Goods and Services Tax act, 2017(SGST) also as notified by Central / State Government & 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.	No	No	Not Allowed

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1.2	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.	No	No	Not Allowed
1.3	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.	No	No	Not Allowed
2	The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tender or authorized representative of the tendering firm. Self-attestation shall include signature stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender or as decided by Railway.	No	No	Not Allowed
3	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer and the bidder shall, when so required by the Railway make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.	No	No	Not Allowed
4	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. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under. In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years. In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.	No	No	Not Allowed
5	Standard General Conditions of Contract April-2022 corrected upto date of the closing of tender, USSOR East Coast Railway-2019 (Formation Works, Bridge Works and P.Way Works) corrected up to date of the closing of tender, DSR 2019 of CPWD New Delhi corrected up to date of the closing of tender and the Annexed documents are part of the tender document.	No	No	Not Allowed
6	No manual tenders sent by Post/Fax/Courier or in person will be accepted.	No	No	Not Allowed
7	As per Railway Board letter No. 2015/CE-I/CT/5/1 dtd. 31.08.2016, payment of Bid Security should be made by tenderers through net banking or payment gateways 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 only. For submission of Bid Security in the form of Bank Guarantee, all the procedures mentioned at Para 5 Bid Security (3) (i) to (viii) should invariably be followed. No other manual means like submission of DD, Banker Cheque, TDR/FDR etc. towards EMD will be accepted.	No	No	Not Allowed
8	Tender offer should accompany with scanned copies of all the required documents.	No	No	Not Allowed
9	No post tender correspondences shall be entertained after closing of the tender even suo motto post tender letters of the tenderers shall be treated as null void.	No	No	Not Allowed

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10	The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders. 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. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
11	The items shown under the Bill(s) of Quantities for execution of items under USSOR-2019 (Formation Works, Bridge Works and P.Way Works) of East Coast Railway and SOR of CPWD-2019, Vol-I and II, are for guidance only. The Railway reserves the right to operate/ execute any other items under the respective Bill(s) of Quantities as per description of the Bill(s) of Quantities with same rates as accepted for the respective Bill(s) of Quantities.	No	No	Not Allowed
12	If the lowest bidder(s) withdraw his/their bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, the full value of bid security shall stand forfeited without prejudice to another right or remedies.	No	No	Not Allowed
13	It is mandatory before bill passing of the contractor that along with the monthly bills, contractors must submit a Notarised Affidavit signed by all persons deployed by him during the bill period, clearly declaring that they have been paid monthly wages, other payments, contribution remittance towards ESI,EPF etc.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.	Yes	Yes	Allowed (Optional)
2	List of personnel, organization available on hand and proposed to be engaged for the subject work.	Yes	Yes	Allowed (Optional)

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed
2	The full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document; (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed
3	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 offer open for acceptance for a period of 60 (Sixty) days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for East Coast Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within the stipulated completion period from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed

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4	I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.	No	No	Not Allowed
5	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
6	I/We shall keep the offer open for a minimum period of 60 days from the date of closing of tender within which period, I/We can not withdraw my/our offer subject to the period being extended further, if required by mutual agreement from time to time. Any contravention of the above condition, the full value of Bid Security shall stand forfeited without prejudice to any other right or remedies.	No	No	Not Allowed
7	The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications. However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.	No	No	Not Allowed
8	I/We undertake that we have read and abided by the conditions stated herein and in the notice to the contractor accompany the Tender Form/Bill(s) of Quantities.	No	No	Not Allowed
9	I/We undertake that I/We have purchased/Conversant myself/ ourselves with East Coast Railway Unified Standard Schedule of Rates-2019 (USSOR-2019), Delhi Schedule of Rates of Central Public Works Department - New Delhi, Indian Railways Standard General Conditions of Contract April - 2022 with all up to date correction slips and amendments.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	GCHZ2022-23SBPSettl..pdf	General Conditions
2	SCHZ2022-23SBPSettl..pdf	Special Conditions

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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: SAROJ KANTA DAS

Designation : DEN/Central/SBP