

TENDER CONDITIONS AND INSTRUCTIONS TO TENDERERS

1 **NAME OF WORK:** As per details on TOP SHEET.

2 **TENDER NOTICE:**

Director Signal-VIII/ RDSO/ Lucknow invites for and behalf of President of India, sealed tenders for the above work.

2.1 The General Conditions of Contract, Special conditions of Contract, Instructions to tenderers, Technical specifications/ supplement, preamble including schedule of work, including all annexures and forms as given in Volume-I, II, III & IV shall hereafter be referred to "Tender Documents".

3 **TENDER DOCUMENTS:**

The goods & services requiring binding procedure and contract terms are described in the tender documents.

Volume – I

Top Sheet, Tender Notice, Offer Letter, Special conditions if any.

Volume – II

Schedule of work, Special conditions of contract.

Volume – III

Instructions to Tenderers & Conditions of Contract.

Volume – IV

Forms & Annexure

4 **SITE OF WORK/ LOCAL CONDITIONS**

The intending tenderer is advised to study the tender documents, concerned specifications

and other instructions carefully. The tenderers shall inspect the proposed site of work and acquaint himself/ themselves with the site conditions, working hours and all relevant items connected with the execution of the work. No claim shall be entertained from the Contractors for making his/ their own arrangements for approaches/ approach road etc. The submission of tenders shall be deemed to have been done after careful study and examinations of the tender papers with full understanding of the implications thereof.

5.0 CREDENTIALS TO BE SUBMITTED ALONG WITH TENDER/S.

- 5.1 Tenderer/s should enclose documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof to the satisfaction of the RDSO of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.
- 5.2 The tenderer/s shall submit with his/their tender a list of serviceable machinery, tools and plants, equipment's and vehicles he/they has/have in hand for executing the work and those he/they intends/intend to purchase.

6.0 (a) The tenderer/s must submit, along with his/their tender:-

- i. Statement showing similar works executed by him/them.
- ii. Certificates of successful completion of his/their work.
- iii. A statement of all payments received against all successfully completed work/works in progress of all types (not necessarily similar in type of work in this tender) indicating the organization/ units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments for three preceding years should be enclosed, duly attested.
- iv. list of their Engineering organization and equipment's, construction tools and plants available with them.
- v. **Qualification Criterion :-**

(A) Technical eligibility criteria (for works having advertised cost less than Rs. 50 Lac)

1	Total contract amount received during the last three financial years and in current financial year Should be a minimum of 150% of advertised Tender Value	Authentic certificates shall be produced by the tenderer to this effect which may be an attested certificate from the employer/client, Audited balance sheet duly certified by the chartered accountant etc
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(B) Technical eligibility criteria (for works having advertised cost more than Rs. 50 Lac)

(a)

1	As a proof of technical experience/competence, the tenderer should have successfully completed at least one similar single work for a minimum value of 35% of advertised tender value, in last Three Financial Years (i.e. Three Previous Years and Current year up to the date of opening of the tender).	Authentic certificates shall be produced by the tenderer to this effect which may be an attested certificate from the employer/client, Audited balance sheet duly certified by the chartered accountant etc
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(b) The following will be applicable for evaluating the eligibility. (for works having Advertised cost more than Rs. 50 Lac)

Similar nature of work physically completed within the qualifying period, i.e. last three financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying alone should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the total paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

- i) In case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria. For example, in a tender for bridge work where similar nature of work has been defined as bridge work with pile foundation and PSC superstructure, a tenderer, who had completed one bridge work with pile foundation of value at least equal to 35% of tender value and also had completed one bridge work with PSC superstructure of value at least equal to 35% of tender value should be considered as having fulfilled the eligibility criterion of having completed single similar nature of work.

(vi) Financial Eligibility Criteria. (for works having advertised cost more than Rs. 50 Lac)

As a proof of sufficient financial capacity and organizational resources, contractor should have

received the total payments against satisfactory execution of all completed/ongoing works of all types (not confined to only similar works) during the last three financial years and in the current financial year (upto the date of opening of the tender) of a value not less than 150% of the advertised cost of work including the cost of cement and steel.

- vii) For judging the technical eligibility and financial capability only those works which had been

executed for the **Govt. or Semi Govt. organizations** shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal.

It should be noted that credentials for the works executed for Private Organizations shall not be considered.

The tenderer/s/contractor shall submit a statement of contractual payment received during the last three financial years and current year on the prescribed Performa as in Tender Document. The details shall be based on the form 16-A issued by employer i.e. the certificate of deduction of tax at a source under Section 203 of the Income Tax Act, 1961. The photocopies of the form 16A shall be enclosed duly attested by Notary public with seal and Notarial stamps thereon. If a tenderer has completed a work of similar nature where cement and steel was issued by department free of cost, tenderer must submit the completion certificate indicating cost of these materials and total cost of work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.

- viii) The overall financial soundness of the tenderers will be evaluated based upon the volume of the work handled, turn over, balance sheet etc. tenderers will accordingly furnish these particulars for the last three years (i.e. current year and three previous financial years) duly supported by latest audited results/balance sheets.
- ix) Tenderer has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.
- x) If the tenderer is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial criteria as per the guidelines given in Annexure- 'K'

1. VALIDITY OF OFFER

The tenderer (s) shall keep the offer open for a period of 90 days from the date of opening of the tender which period tenderer (s) cannot withdraw his/their offer subject to period being extended further, if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.

2. EARNEST MONEY

- 8.1 The tender must be accompanied by a sum of Rupees as given in Vol-I i.e. 2% of the estimated tender value for works up to cost Rs.1 Crore) and for works estimated to cost more than Rs. 1 Crore -Rs. 2 lacs plus 1/2 % (half percent) of the excess of the estimated cost beyond Rs.1 Crore, subject to a maximum of Rs.1 Crore, (as indicated in tender notice) as earnest money in the manner prescribed in para 11.5. failing which the tender shall be summarily rejected. **The earnest money shall be rounded to the nearest Rs 10.**
- 8.2 The tenderer/s shall keep the offer open for a minimum period of 90 days from the date of opening of the tender in which period tenderer/s cannot withdraw his/their offer subject to period being extended further, if required, by mutual agreement from time to time. It is understood that the tender documents have been sold/issued to the tenderer/s and tenderer/s is/are being permitted to in consideration of stipulation on his/their part that

after submitting his/their offer he/they will not resale from his/their offer or modify the terms and conditions thereof in a manner not acceptable to Director Signal-VIII of RDSO Lucknow, should the tenderer/s fail to observe to comply with the fore going stipulation, the amount deposited as earnest money for the due performance of the above stipulation, shall be forfeited to the RDSO.

- 8.3 If the tender is accepted, the amount of earnest money will be retained & adjusted as security deposit for due and faithful fulfillment of the contract. This amount of security deposit shall be forfeited if the tenderer(s)/ contractor(s) failed to execute the agreement bond.
- 8.4 The earnest money of unsuccessful tenderer(s) will, save as herein before provided, be returned to the unsuccessful tenderer(s) within a reasonable time, but RDSO shall not be responsible for any loss or depreciation that happen to the security for the due performance of the stipulation and to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor will be liable to pay interest thereon.
- 8.5 The Earnest Money is required to be deposited through **net banking or payment Gateway** only. Fixed Deposit Receipt (FDR) will not be accepted as EMD. (Ref: Letter No. 2015-CE-1/CT/5/1 new Delhi dated 31.Aug.2016)

NOTE:-

- a. Tenders submitted with Earnest Money in any form other than those specified above shall not be considered.
- b. Any request for recovery from outstanding bills for earnest money against present tender will not, under any circumstances, be entertained.
- c. No interest will be payable upon the Earnest Money and Security Deposit or amount payable to the contractor under the Contract.

8.6 Exemption of Earnest Money & Security Deposit:

Public sector undertakings wholly owned by Railways like RITES, IRCON, KRCL, CRIS, RCIL etc. are exempted from depositing earnest money & security deposit.

9 ACCEPTANCE OF TENDER

- 9.1 The authority for the acceptance of the tender will rest with RDSO. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his/ their tender nor the RDSO to assign reasons for declining to consider or reject any particular tender or tenders.
- 9.2 If the tenderers(s) deliberately gives wrong information whose information/ whose credentials/ documents in his/ their tenders and thereby create(s) circumstances for acceptance of his/ their tender, RDSO reserves the right to reject to such tender at any stage, besides, shall suspend the business for one year.
- 9.3 The authority for acceptance of tender rests with Authority as per specified SOP.

- 9.4 The successful tenderers(s) shall be required to execute an agreement with the President of India acting through the as per specified SOP for carrying out of the work according to General Conditions of Contract, Special Conditions/ specifications annexed to the tender and specifications for work & materials as amended/ corrected.
- 9.5 The contract operation and proceedings in connection with the work shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal/other authorities having jurisdiction in connection with the work(s) or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
- 9.6 The contractor shall be responsible for the observance of the rules and regulations under mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
- 9.7 The tenderers(s) shall not increase his/their rate in case the RDSO Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and rates originally quoted will be binding on the tenderers(s).
- 9.8 If the tenderers(s) expire after submission of his/their tender or after the acceptance of his/their tender, the RDSO shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the RDSO shall deem such tender as cancelled, unless the firm retain its character.
- 9.9 Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.

10 PARTNERSHIP DEEDS, POWER OF ATTORNEY etc.

- 10.1 The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender document on behalf of partnership firm. If these documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The RDSO 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 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.
- 10.2 The tenderer whether a sole proprietor, a limited company or partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped & authenticated by a Notary Public or by magistrate in favor of specific person whether he/ they be partner(s) of the firm or any other person specifically authorizing him/ them to submit the tender, sign the agreement, receive money, witness measurement, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer any dispute to arbitration.

11.1 Submission of documents related to constitution of firm by partnership firm/concern along with tenders:

- i) The tenderer/s who are constituents of firm, company, association or society must necessarily enclose the attested copies of the constitution of their concern, partnership deed and power of attorney 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

- or society as the case may be. The co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.
- ii) The tenderer shall give full details of the constitution of the firm/JV/Company/ Society etc. in the **Annexure “K”** to “Special Tender Conditions and instructions to tenderers” of tender document and must submit the following documents along with tender without fail.

11.3.1 Sole Proprietorship firm:

If the tender is submitted on behalf of a “Sole proprietorship” concern, the tenderer must submit along with the tender, the notarized copy of the affidavit for the same.

11.3.2 Partnership firm:

If the tender is submitted on behalf of a “Partnership firm/ concern”, the tenderer must submit along with the tender, the attested copy of (1) registered/ notarized partnership deed and (2) the power of attorney/authorization in favor of the individual signing the tender.

11.3.3 Joint Venture (JV):

If the tender is submitted on behalf of a JV, the tenderer must submit along with the tender,

- (1) Original copy of MOU/JV agreement duly notarized in accordance with Annexure K and duly signed by the Power of Attorney (POA) holders/authorized signatories of all the constituents/ members of the JV.
- (2) Valid power of attorney/authorization by all JV constituents, in favor of the individual signing the tender document on behalf of the JV; and
- (3) **In addition, following documents must be enclosed by the JV firms along with the tender:-**
 - (i) In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - (a) Notary certified copy of the partnership deed.
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of attorney (duly registered or notarized as per prevailing law) in favor of one of the partners of the partnership firm to sign the JV MOU/Agreement on behalf of the partnership firm and create liability against the firm.
 - (ii) In case one or more members of JV is/are proprietary firm or HUF, the following documents shall be enclosed: Affidavit on Stamp Paper of appropriate value declaring that his/her concern is a Proprietary concern and he/she is sole proprietor of the concern OR he/she is in position of “Karta” of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
 - (iii) In case one or more members of JV is/are limited companies, the following documents shall be submitted:
 - (a) Notary certified copy of resolutions of the Directors of the Company permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV MOU/Agreement and such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and Articles of Association of the company.

(c) Power of Attorney (duly registered/notarized as per prevailing law) by the company authorizing the person to do/act on behalf of the company as mentioned in the para (a) above.

11.3.4 Company:

If the tender is submitted on behalf of a company registered under Companies Act-1956, the tenderer must submit along with the tender, (1) the copies of MOA (Memorandum of Association) & AOA (Article of Association) of the company (2) POA (Power of Attorney) duly registered / notarized by the company (backed by the resolution of Board of Directors) in favor of the individual signing the tender on behalf of the company.

11.3.5 Society :

If the tender is submitted on behalf of a society the tenderer must submit along with tender (1) the attested copy of the certificate or registration (2) Deed of formation (3) Power of Attorney in favor of the tender signatory.

11.4 If above mentioned documents (as applicable) are not enclosed along with tender documents, the tender shall be treated as having been submitted by the individual who has signed the tender documents. After opening of the tender, any document pertaining to the constitution of the firm/JV/Society (as applicable) shall neither be asked nor be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained.

No change in the constitution of the firm/JV/Company shall be permitted after opening of the tender except where necessitated due to the succession law. The "Power of Attorney" in favor of the individual signing the tender document may however be accepted subsequently, if acceptable reasons are furnished for the same.

JVs/ Consortiums/ MOUs shall be considered in accordance with Tender Notice / approved tender conditions.

11.5 (a) If the tenderer expires after the submission of his tender or after the acceptance of his tender, the RDSO shall deem such tender/contract as cancelled, if a partner of firm expires after the submission of their tender, the RDSO shall deem such tender as cancelled unless the firm retain its character.

(b) If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the RDSO due to such dissolution. The amount of such compensation shall be decided by **ED(Co-Ord)/Signal/RDSO, Lucknow** and his decision in the matter shall be final and binding on the contractor.

(c) The cancellation of any documents such as power of attorney, partnership deed etc., shall forth be communicated to the RDSO in writing, failing which the RDSO shall have no responsibility or liability for any action taken on the strength of the said documents.

11.6 Submission of partnership firm and their eligibility criteria: Conditions are specified in

12 INCOME TAX DEDUCTION:

Under Section 194-C of the Income Tax Act 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two Percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc).

13. QUOTATION FOR SCHEDULE OF RATE ITEMS

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

13.2 In case, the tenderer/s quote/s multiple rates, the offer will be treated as incomplete and shall be summarily rejected.

The rates quoted by the tenderer/s shall be inclusive of all octroi or any other taxes. No claims for octroi or any other taxes etc. shall be entertained by the RDSO at any stage and on any grounds whatsoever. Sales Tax, Octroi, royalty, toll tax or any other taxes levied by the Central or State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/materials or any other amount will be paid by the RDSO. This should be kept in view before tendering. If any further increase to the existing rates of sales tax is made or levies is imposed by the state govt. after the date of receipt of the tender and the same is required to be borne by the contractors, then the recovery of said amount will be first made required under law and subsequently the same will be reimbursed to the concerned sales tax authority to the effect that the sum as already deposited is not refundable to the contractor.

14 PERIOD OF COMPLETION

14.1 The entire work is required to be completed in all respects within as given in Vol-I from the date of issue of the acceptance letter/telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respect within the stipulated period failing which action may be taken by the RDSO Administration as per General Conditions of Contract.

14.2 The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally through another agency such as steel erection, P. Way earthwork in formation, etc. are also progress concurrently. It may be noted, however, that any delay in execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.

15 TENDERER'S ADDRESS: Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address, shall be deemed to have reached the tenderer duly and timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

16 CLAUSE APPLICABLE FOR TENDER DOCUMENTS DOWNLOADED FROM INTERNET:

Tenderer are free to down load tender documents at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Director Signal-VIII/RDSO/LKO award of work an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Director Signal-VIII/RDSO/LKO and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents down loaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.