

## **GENERAL INSTRUCTIONS TO THE TENDERERS**

### **Participation in tenders:**

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 etc. To that effect necessary testimonials shall be uploaded as indicated in relevant paras.

If it is NOT mentioned, then the tender shall be treated as having been submitted by the individual who has signed the tender. In no case, any change in composition shall be considered after opening of the tender.

### **1. Bid Security: -**

The Bid Security by the tenderer and found to be the successful tenderer, will be retained, as part of security deposit. All the tenderers/Contractors have to deposit full Bid Security stipulated for the tender, only through online payment modes as permitted in IREPS application like multiple banks net banking, debit / credit cards etc., available on IREPS portal.

The tenderer shall upload scanned copies of mandatory credentials such as experience, turn over certificates and any other documents as applicable. Joint Venture shall be applicable for the Works tenders of value of more than Rs. 10 Crore (Rupees Ten crore only). (RB letter no. 2002/CE-I/CT/37/ JV Pt.VIII dated 14.12.12)

2. The tenderers are required to satisfy the eligibility criteria as specified for all works costing more than 50 lakhs. No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. (ref: para 10.4 of IRSGCC, April 2022)
3. Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. 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 Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.
4. Rates are inclusive of all taxes/octroi, license fee, royalty charges etc. Legally chargeable by State, Central Govt. and/or any other local authority. Provisions of GST Act-2017 have become effective from 1st July-2017. It is hereby made it clear that the suppliers of Goods & Services are subjected to GST Act-2017 as applicable from time to time. Hence the tenderers are requested to take a special care in submission of tenders. Further details/references please refer the Special Conditions of Contract attached to the tender.
5. **Right of the Railway to deal with this Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer shall demand any explanation for the cause of rejection of his/ their tender nor the Railway under take to assign reasons for declining to consider or reject any particular tender or tenders. If the tenderer deliberately gives wrong information in his / their tender or creates circumstances for the acceptance of his /their tender, the Railway reserves the right to reject such tender at any stage. If the Tenderer expires after the submission of his / their tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. 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.

6. Those conditions for which standard formats have been given in the uploaded document. The information should only be submitted in the prescribed formats- titled-Formats for uploading.
7. In addition to General condition of contract 2022, special conditions of contract/ specifications attached shall also apply.
8. 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 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day 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, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

## 9. **Deployment of site engineers by Contractors**

(a) One qualified Graduate Engineer (Electrical or Electrical and other associated fields) where the cost of the work to be executed is Rs.200 lakh and above.

(b) One qualified Diploma Holder (Electrical or Electrical and other associated fields), where the cost of the work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh. Technical staff should be available at site, whenever required by the Engineer-in-charge to take instructions. In case, the contractor fails to employ the qualified Engineer, he shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in para (a) and (b) above respectively. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor. (Ref: Railway Board letter no.2012/CE-I/CT/0/20 dt.10.05.2013)

(c) Qualification possessed by the site engineers should match with the type of work to be executed. This aspect shall be checked by the field officials / field officers before recommending the contractor's request to Engineer-in-charge for approval.

(d) Site Engineers shall be permitted to work only after taking the approval of the Engineer-in-charge.

(e) Divisions has to maintain the details of site engineers engaged by the contractors as per the format

Sl.no	Name of the work	Name of the site engineer	Agreement value	ADEE	Sr.DEE/DEE	Remarks

(Ref: CE(works)/MAS letter no. W.416/I/17-18/Sys.Imprn dt.10.10.2020)

9(f) Before passing each bill, it shall be ensured at the Time of Technical check that the field Officer's certification is available in the M.book to the effect "Site engineer has been deployed for the work as per GCC" and the Bill-passing authority shall cross-verify this aspect while signing the bill.

10. Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores and having completion period above 12 months**. 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).(ref: para 46A.1 of IRSGCC, April 2022)

The Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either on Annual Maintenance Contract (AMC) or a Zonal Contract(Ref: RB order No. 2013/CE-I/CT/O/10/PVC/Pt. I dated 27.01.2015).

Materials supplied free of cost by Railway to the contractors shall fall outside the purview of price variation clause. If in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/ recovery of price variation. For further details/references please refer the Special Conditions of Contract attached to the tender.

#### 11. **Power of Attorney:**

The tenderer whether sole proprietor / a company or a partnership firm / 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.(ref: para 15 of IRSGCC, April 2022)*

**12. Partnership Deeds:**

The participation of partnership firms in works tender shall be as per IRSGCC , April 2022.

**13. JOINT VENTURE (JV) IN WORKS TENDERS**

Joint Venture shall be applicable for the Works tenders of value of more than Rs. 10 Crore (Rupees Ten crore only). (RB letter no. 2002/CE-I/CT/37/ JV Pt.VIII dated 14.12.12)

Note: For further details kindly refer IRSGCC April 2022 Clause no.17.

**14. Contract Documents:**

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases 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 Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

The successful Tenderer shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager/ Electrical General, Concerned Branch officers of Southern Railway for carrying out the work according to the Contract Documents.

15. The Contractor shall abide by the provision of the Labour Laws, Acts & Rules as amended from time to time as detailed in Special conditions of contract.

16. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in the portal. [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) . The Registration/ updation of Portal as given in 55 C of IRSGCC April 2022.

While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_Month, \_\_\_\_Year."

17. **Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work.

18. Interest Rate for Advances extended by Railways (Reference:- Railway Board Letter No. 2007/CE.1/CT/18 Dated 28.09.2007 – (M/E.61/II/P/Vol. IV)

The fixed rate of interest for advances extended by the Railways to Contractors shall be 14%. This Clause is not applicable for the present tender.

19. Imposition of token penalty for delay in the completion of work (Reference:- Railway Board Letter No. No. 2007/CE.1/CT/18 Dated 28.09.2007 – (M/E.61/II/P/Vol. IV):-

The existing Clause 17(B) of 'Standard General Conditions of Contract, April 2022' provides for recovery of liquidated damages from the Contractor for delay in completion of work.

20. The Railway administration will not assist the Contractor in granting or obtaining the import license for any item involved in the work. The materials offered should have such indigenous components as possible.
21. The President of the Union of India is not bound to accept the lowest or any tender not be assigned any reason for doing so and reserve the right to accept any tender in respect of whole or any portion of the items specified.

**22. Employment/Partnership etc. of Retired Railway Employees:**

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

- (a) 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 gazette 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 22.(a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

23. (i) It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity 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. (Ref. clause 19(1) of the 'Indian Railways Standard General Conditions of Contract, April 2022')

(ii) If the tenderers deliberately given wrong information on his tender or creates circumstances for the acceptance of his tender, the Railways reserves the right to reject such tender at any stage. (Ref. clause 8 of the 'Indian Railways Standard General Conditions of Contract, April 2022')

(iii) If any tenderer desires, prior to tendering to inspect the building/buildings or installations where the work is to be executed, he may do so by arrangement with the Sr. Divisional Electrical Engineer, Southern Railway, Chennai Division, IV Floor, NGO Annexe Building, Park Town, Chennai – 600 003 and any further information required regarding the tender may be obtained from him on any working day during office hours but once the tender has been submitted, no representative of the tendering firm will be granted any interview for discussing matters connected with the tender.

24. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and that the tenderer is aware of the full scope of the work to be done and the Railway's conditions effecting the execution.

25. The tender offer may be submitted along with technical details of the offer, conditions and the price schedules.

**Note: If any of the conditions are not acceptable, it should be specially brought out in a separate statement accompanying the tender. No deviation to Railways standard conditions will be accepted.**

26. **Completion period:-** The successful tenderer shall sign agreement in the form attached for the execution of the work as tendered by him and accepted by the Railways within 14 days from the date of issue of 'Letter Of Acceptance' and should complete the entire work within ----- days (**As in NIT**) from the actual date of issue of 'Letter Of Acceptance'.

27. **Guarantee/Warranty Clause**:-The Contractor should guarantee that the said goods/ stores/articles would continue to conform to the description and quality as aforesaid, for a period of 60 months for all LED fixtures(complete assembly) ,60 months for all types of BLDC Fans(complete assembly) and 12months for all remaining items for all remaining items from the date of taking over as above by Railways and the contractor shall guarantee satisfactory performance of all the equipment and plants supplied and installed by him. During the guarantee period the contractor shall rectify free of cost of all defects which may develop due to the faulty design, material, construction and workmanship inclusive of free replacement of defective parts. The guarantee will get automatically extended in corresponding to the periods during which the equipment is not in service due to failure on the contractor in fulfilment of the above obligation. For the purpose on every occasion when these equipment go out of service the duration between the date of intimation of the failure of the equipment to contractor and the date of handing over of the equipment after repairs in good working condition duly tested and commissioned in the presence of Railways representative will be counted for the extension of the guarantee period till the equipment complete actual service for a total period of 60/60/12 months. During the guarantee period if parts of the equipment requiring repairs or replacements will be handed over to the contractor at site and the parts after repairs or replacement shall be fitted in the equipment at site by the contractor. All expenses involved in fulfilling the above guarantee obligations shall be borne by the contractor (Reference:- CEE/MAS Letter No. E. 252/P/Vol. XIV Dated 17/20.02.2006 – (M/E. 61/II/P/Vol. IV).
28. In terms of Railway Board Letter no. F(X)/95/II/1 dated 07.09.2021, the Conservancy Cess Charges are recoverable from the Contractor's Bills based on the number of labourers employed per day by the Contractor and the modified rates of recovery of conservancy cess charges shall be applicable.

<b>Avg No of Labourers /Workman employed per day</b>	<b>Conservancy Cess charges to be recovered (per month)</b>
1 to 5	Rs.159/-
6 to 10	Rs.312/-
11 to 25	Rs.785/-
26 to 50	Rs.1143/-
51 to 100	Rs.1534/-
101 to 200	Rs.1926/-
201 to 300	Rs.2318/-
301 to 750	Rs.2676/-
751 to 1500	Rs.5382/-
1501 to 3000	Rs.10768/-
3000 & over	Rs.21508/-

29. **Removal of debris:-**Please note that the Contractor shall arrange to remove the entire debris from the site of work after carrying out the work on day-to-day basis at his own cost (Reference:- DRM/MAS Letter No.M/G.120.GM/30(b)/02 Dated 17.09.2002).
30. **Issue of Photo Identity Cards to Contract staff engaged by the Railway Contractors to work in the Railways:-** Please note that the Contractor shall arrange to submit necessary Photo Identity Cards of all the persons who are engaged to execute the Railway works along with the verification certificate issued by the concerned Local/Railway Police for having verified their antecedents to this Office for necessary signature. The contract staff shall keep the Photo Identity Card along with the verification certificate issued by the concerned Local/ Railway Police with them and the same shall be shown as and when necessary. The Contractor shall also submit a list containing the name, address, age, designation, Name of work, LOA/ Agreement No. and Date, period and duration of permission required to work in the Railway area etc., of all the contract staff engaged to execute the Railway work to this Office for necessary permission (Reference:- CSC/SIB/MMC/MAS Letter No. X/61/Pt. III/Vol. III Dated 01.07.2003 issued vide ADRM// MAS Letter No. M/G.157/ADRM/Misc Dated 04.07.2003) – (M/E.61/II/P/Vol. III).
31. **Recovery of Income Tax as per Income Tax Act** (Reference:- Sr. DFM/MAS Letter No. W.55/X-I Dated 13.05.2013 – (M/E.61/II/P/Vol. V):- Please note that as per the extant Income Tax Act & Rules and Finance Act 2013, the Income Tax shall be deducted at source from the Contractors bill @ 1% in case of Individual Contractor (Proprietor/Proprietress) and 2% in case of others for the value of the payment to be made to the Contractors under this contract. Surcharge and Educational Cess charges need not be recovered as per the extant Income Tax Rules.
32. **No post tender communication in any form will be made or entertained, after opening of tenders, in this regard**(Reference:- CE/W/MAS Letter No. W. 496/P/O/Vol. VIII Dated 08/15.02.2008) – (M/E.61/II/P/Vol. V).
33. **Implementation of the provisions of Contract Labour (Regulation & Abolition) Act 1970:-** Please ensure strict adherence to provision of the Contract Labour (Regulation and Abolition Act 1970). In this connection tenderers should submit a attested copy of valid Licence issued by the concerned Regional Labour Commissioner under sub-section (1) of 12 of Chapter – IV of the Contract Labour (Regulation and Abolition) Act, 1970 (Act No. 37 of 1970) – (Reference:- CPO/MAS Letter No. P(L)445/Contract Labour Dated 02.09.2016 issued vide CEE/MAS Letter No. E.227/I/1/Admin Dated 05.10.2016 – M/E.61/II/P/Vol. VII).
34. **Implementation of Employees Provident Fund & Miscellaneous Provisions Act, 1952:-** Please ensure that PF Code Numbers are submitted to this before submitting any bills to this Office for internal check. Please also ensure that requisite PF deductions of your employees have been credited to the concerned Employees Provident Fund Organisation – (Reference Provident Fund Commissioner, Ministry of Labour& Employment, Government of India, New Delhi – 110 066 Letter No. CAIU/11(29)2016/Railway Establishments/6324 Dated 24.06.2016 received vide the Railway Board Letter No. 2016/ E(LL)/AT/EPF/1

Dated 12.08.2016 issued vide FA&CAO/MAS Letter No. G.25/MAS/XC/ Corres Dated 26.09.2016 & Sr. DFM/MAS Letter No. W.55/MAS/DIV/ESTIMATE/81 Dated 19.10.2016 – M/E.61/II/P – Vol. VII).

35. For tenders costing more than 50 lakhs, the tenderer shall submit along with the tender document, documents in support of his/their claim in 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 tenderer 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.
36. For tenders costing more than 50 lakhs, the tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure – 'I' in *“IMPORTANT INSTRUCTIONS TO TENDERERS FOR OPEN TENDERS COSTING MORE THAN `50 LAKHS”*.
37. For tenders costing more than 50 lakhs, Non-submission of a copy of certificate 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. It will not be obligatory on the part of the Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification of the tender is concerned.
38. The Railway reserves the right to verify all statements, information and documents submitted by the bidders in his tender offer and the bidders 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 thereunder. (Reference : clause 11 (v). IRSGCC April 2022 )
39. (a) 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 two years.  
(b) 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 two years. (Reference : clause 11 (vi). IRSGCC April 2022 and IRSGCC April 2022 ACS 3 dtd 26-04-2023).
40. Bill raised by the contractor should be accompanied with documentary evidence of legal Compliance of Minimum Wages', EPF, ESI & other applicable Acts so that legal compliance may be ensured by the Railways before releasing contract payment." (Ref: CVO/S.Rly letter no. VO/PC/M/2020/07/00294/TPJ dated 29-03-2022)

41. "The contractor/supplier shall form an escalation matrix as detailed below immediately after award of contract. The contractor/supplier shall hand over a copy of the escalation matrix to the railway engineer in-charge of the work and shall also display the same near the workplace i.e Switch room, Substation, DG set, AC Plant, UPS, Pumps etc. "

42. **Escalation Matrix**

<b>Level</b>	<b>Level Type</b>	<b>Name</b>	<b>Designation</b>	<b>Contact Number</b>
<b>Level - 1</b>	<b>Site/Field Engineer</b>	a)		
		b)		
<b>Level - 2</b>	<b>Controller/ Client Manager/ Area/Zone/Region</b>	a) <b>Name of official dealing with Technical matters pertaining to this contract</b>		
		b) <b>a) Name of official dealing with administrative matters pertaining to this contract</b>		
<b>Level - 3</b>	<b>Manager/Controller /Head Office</b>	<b>Name of the official dealing with any or all matters pertaining to this contract</b>		

Ref: 1)SDGM&CVO/S.Rly letter No. VO/PC/S&T/2020/09/00099/MAS dt 13.04.2022

2) PCEE/MAS letter No. E.258/I/8/G dtd 27-04-2022

43. "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 the 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". Ref:Para 17.14.7 of IRSGCC April 2022(ACS 3 dtd 26-04-2023)

**Note 1:** The above conditions are general in nature for all the tenders. The conditions which are not relevant to this tender in question may be ignored.

**Note 2:** IRSGCC April 2022 should be read with below mentioned Advance correction Slip's :

Advance Correction Slip No.1 vide Rly Bd Lr No.2022/CE-I/CT/GCC-2022/Policy dtd 14-07-2022,  
Advance Correction Slip No.2 vide Rly Bd Lr No.2022/CE-I/CT/GCC-2022/Policy dtd 13-12-2022,  
Advance Correction Slip No.3 vide Rly Bd Lr No.2022/CE-I/CT/GCC-2022/Policy dtd 26-04-2023,  
Advance Correction Slip No.4 vide Rly Bd Lr No. 2022/CE-I/CT/GCC-2022/Policy dtd 07-08- 2023,  
Advance Correction Slip No.5 vide Rly Bd Lr No. 2022/CE-I/CT/GCC-2022/Policy dtd 20-10-2023,  
Advance Correction Slip No.6 vide Rly Bd Lr No. 2022/CE-I/CT/GCC-2022/POLICY dtd 21-12-2023  
Advance correction Slip No.7 vide Rly Bd Lr No.2022 I CE-I/CT/GCC-2022/POLICY/Pt.I dtd 25-09-2024  
Advance correction Slip No.8 vide Rly Bd Lr No.2022 I CE-I/CT/GCC-2022/POLICY dtd 20-12-2024  
Advance Correction Slip No.9 vide Rly Bd Lr No.2022/CE-I/CT/GCC/POLICY/Pt.I dtd 09-01-2025  
Advance correction Slip No.10 vide Rly Bd Lr No. No.2022/CE-I/CT/GCC/POLICY dtd 04-03-2025  
Advance correction Slip.No 11 Ltr No.2022/CE-I/CT/GCC-2022/POLICY/Pt.1(E-3320424) dtd 13-03-2026

/DIVISIONAL RAILWAY MANAGER/CHENNAI  
DIVISION/SOUTHERN RAILWAY  
FOR AND ON BEHALF OF  
THE PRESIDENT OF INDIA