



भारत सरकार/GOVERNMENT OF INDIA
रेल मंत्रालय/Ministry of Railways
दक्षिण रेलवे/Southern Railway

E-TENDER DOCUMENT FOR

“Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram”

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WORKS CONTRACT REGULATIONS FOR TENDERS AND CONTRACTS
INSTRUCTIONS TO TENDERERS
SPECIAL CONDITIONS OF THE CONTRACT

OFFICE OF SENIOR DIVISIONAL ELECTRICAL ENGINEER,
EMU WORKSHOP, SOUTHERN RAILWAY,
TAMBARAM-600 045

SOUTHERN RAILWAY

E-Tender Notice No	M/ET/RS/W8-2220 dt.10.06.2026
Name of the work	“Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram”
Advertised Value of the Work	₹ Rs. 20,90,665/- (Rupees twenty lakh ninety thousand six hundred and sixty five only)
Advertised Value of the Quantity	As per Schedule.
Period of contract	Six Months
Bid Security amount	₹41800/-
Cost of tender	Nil
Last Date/Time of receipt	Date 01/07/2026 till 14:00 Hrs. of Tenders
Date & time of opening of Tender	Date 01/07/2026 at 14:01 Hrs Tender opening will be done any time after the tender closing time The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.
Validity of offer	45 days from the date of opening of tender

- 1) The e-tender notice & e-tender documents will be available on official web site <https://www.ireps.gov.in>. The same can be used as tender document for submitting the tender/offer.
- 2) Tender forms are non-transferable and offers duly filled & signed should be submitted in the prescribed tender form only through website www.ireps.gov.in not later than at the scheduled time & date of the tender opening. No manual offers are acceptable.
- 3) Tenderer(s) may satisfy themselves before submission of his/her/their offer(s) regarding his/her/their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
- 4) Conditional tenders are liable to be rejected. Railway reserves the right to cancel the tender without assigning any reason whatsoever.
- 5) Offers with validity of offer less than what is prescribed in the tender documents will be rejected summarily.
- 6) If the date of opening of tender happens to be a BANDH or Holiday, the tender will be opened at the same time on the following working day.
- 7) Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected. The railway reserves the right to cancel the tender without assigning any reason.
- 8) Any other information required by the tenderer can be obtained from the office of Senior Divisional Electrical Engineer, EMU Workshop, Southern Railway-600045 during the working hours.
- 9) Note: The bidder has to submit the documents (with seal & signature of authorized person, if mentioned) which are mandatory/required as per conditions mentioned at relevant Para of NIT or tender document. Non submission of any mandatory/required documents by the bidder shall result in summarily rejection of his/their bid.
- 10) No post tender correspondence for submission of additional documents shall be entertained after opening of tender.
- 11) The Railway reserves the rights to cancel the tender without assigning any reason thereto.

SOUTHERN RAILWAY
OFFICE OF SENIOR DIVISIONAL ELECTRICAL ENGINEER,
EMU WORKSHOP, SOUTHERN RAILWAY,
TAMBARAM-600 045

E-TENDER NOTICE No.M/ET/RS/W8-2220 dt. 10.06.2026

The President of the Union of India acting through the Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway , Chennai - 600045 invites ONLINE Tenders for the following work as per tender notice given in our e-tender portal www.ireps.gov.in.

The tenderer(s)/Contractor(s) intending to apply for e-tender for works need to get enrolled in the e-tender portal www.ireps.gov.in and only online tender will be accepted. It is the responsibility of tenderer(s)/Contractor(s) to obtain Digital signature certificates for participating in e-tendering.

Name of the work & Quantity	Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram				
E-Tender No.	Approximate Value of Work	Cost of Tender Forms	Bid Security Amount	Period of Contract	Tender Closing Date & Time
M/ET/RS/W8-2220 dt. 10.06.2026	₹ .20,90,665/- (Rupees twenty lakh ninety- thousand six hundred and sixty five only)	Nil	₹41800/- (Rupees forty one thousand eight hundred only)	Six Months	01/07/2026 @ 14:00 hours

1. The cost of tender form is Nil.
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 as mentioned in Para 5 of Part-A of this tender document.
3. All documents to support experience and financial status should be scanned and uploaded along with tender.
4. Bid Eligibility:
 - 4.1 Similar Nature of Work:
Not applicable for this tender (As per item 10.4 of eligibility criteria of GCC for Works-April, 2022)
 - 4.2 Eligibility Criteria
 - 4.2.1 Technical Eligibility Criteria:
Not applicable for this tender (As per item 10.4 of eligibility criteria of GCC for Works-April, 2022)
 - 4.2.2 Financial Eligibility Criteria:
Not applicable for this tender (As per item 10.4 of eligibility criteria of GCC for Works-April, 2022)

NB:

- 1) The tenderer/s must be registered and the tender shall be submitted in the Indian Railway E-Procurement System (IREPS) site i.e. www.ireps.gov.in for participating in the e-tender system.
- 2) A complete detail of the above tender and the details of bid submission are given in the e-portal www.ireps.gov.in.
- 3) The online bids for tenders floated through the above portal are required to be digitally signed.
- 4) No manual offers are acceptable.
- 5) No post tender correspondence for submission of additional documents shall be entertained after opening of tender.
- 6) Offer submitted by the tenderer is valid for a period of 45 days.
- 7) The railway reserves the rights to cancel the tender without assigning any reason thereto.
- 8) For more details, terms and conditions can be seen in the tender document.

ADEE/RS/TBM
For Sr.DEE/RS/TBM
For & on behalf of the President of the India

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I. PART-A - REGULATIONS FOR TENDERS AND CONTRACTS

1. Instructions to Tenderers (ITT)

1.0 Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

1.01 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- (i) Letter of Award/Acceptance (LOA)
- (ii) Bill(s) of Quantities
- (iii) Special Conditions of Contract
- (iv) Technical Specifications as given in tender documents
- (v) Drawings
- (vi) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (vii) Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (viii) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (ix) Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (x) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (xi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 Interpretation: These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.2. Definition: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

(a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Workshop Engineer, Chief Workshop Manager, Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) "Engineer" shall mean the Deputy Chief Mechanical Engineer, Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior

officers, both Open Line and Construction Organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(e) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(f) “Limited Tenders” shall mean the tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(g) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(h) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(i) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(j) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
2. “Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(k) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(l) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(m) “IREPS” - Indian Railway E-procurement system is an official website of Indian Railways for procurement of Materials and auction of scrap and unserviceable materials. It can be accessed through the web address www.ireps.gov.in. Displays the page having the list of all active/live tenders. IREPS users can search the Work tenders using Advance search option available on www.ireps.gov.in. Both types of users registered and non- registered (anonymous) can use this advance search to search the work tenders but options are limited to non- registered options. New contractors can get themselves registered free of charge by filling up online registration form which can be accessed through New vendor/Contractors(E-tender) link available in the quick links section on IREPS PROTAL.

(n) “RDSO” - Research Design and Standard Organization is functioning under the Ministry of Railway at Lucknow. RDSO is headed by a Director General, assisted by Special Director General(Engineering), special Director General (Vendor Development), Additional Director General, Principal Executive Directors, and Executive Directors. RDSO inspection agency is responsible for inspection of critical and safety items of rolling stock, locomotives, signaling and telecommunication equipments and track components. Important functions of RDSO are development of new and improved designs, development, adoption, absorption of new technology for use on Indian Railways.

(o) “UVAM” - Unified Vendor Approval Module on IREPS. UVAM is a digitization initiative of Indian Railways through which all the activities related to approval of vendors has been digitized. Request for approval can be submitted by the vendors online through IREPS account, and the status of application can also be tracked. This is the portal of Indian Railways, developed to enable a single window access to information and services being provided by the various Indian Railway entities.

(p) “TPI” - Third-Party Inspection (TPI) Agencies. List of agencies and Policy guidelines for operationalization of engagement of Third-Party Inspection (TPI) Agencies have been issued under Railway Board's letter No.2022/RS()779/8 dated 04.01.2023.

(q) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(r) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

2. Application for Registration and Approved list of Contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors shall be maintained in the Railway. Signal & The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. A contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer / Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent; (f) his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/ division(s)/ district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

3. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

4. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at

once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. 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:

Value of the Work	Bid Security
For works estimated to cost up to ₹1 crore	2% of the estimated cost of the work
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

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.

(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 resile 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.

- (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 45 days beyond the bid validity period.

- (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 before closing date for submission of bids (i.e. excluding the last date of 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 45 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.

6. Care in Submission of Tenders:

(a)(i) 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 Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) 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.

(a)(iii) 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.

(b)When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) 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.

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V (Revised Format). In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by the each member of a partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF) / 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.

CONSIDERATION OF TENDERS

7. Please refer Clause No. 7, 7A, 7B, 7C, 7D & 7E of Part-I of GCC for Works-April, 2022

8. Execution of Contract Document: 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.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute.

Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

- (a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure-IV.

ANNEXURE - I

SOUTHERN RAILWAY TENDER FORM (First Sheet)

Tender No. : M/ET/RS/W8-2220 dt.10.06.2026

Name of Work: Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram

To: The President of India
Acting through
Senior Divisional Electrical Engineer,
Rolling stock, Tambaram,
Southern Railway, Chennai – 600045

1. 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 45 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 Southern 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 06Months from the date of issue of letter of acceptance of the tender.
2. 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.
3. A Bid Security of ₹----- - has already been deposited online/ submitted as Bank Guarantee bond. 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.
4. (a) I/We am/are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____ (Copy enclosed) and hence exempted from submission of Bid Security.
 5. We are a Labour Cooperative Society and our Registration No. is _____ with _____ and hence required to deposit only 50% of Bid Security.
 6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

Signature of Tenderer(s) Date
Address of the Tenderer(s)

(1)

(2)

ANNEXURE – I (Contd...)

TENDER FORM (Second Sheet)

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway, Chennai – 600045 on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway , Chennai – 600045 on payments of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. Drawings for the Work: The Drawing for the work can be seen in the office of the Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway, Chennai – 600045 at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Southern Railway as applicable to Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway, Chennai – 600045 except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the

Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of 06 Months from the date of issue of acceptance letter.
6. Bid Security:

(a) Subject to exemptions provided under para5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 45days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway, Chennai – 600045 . Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway 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;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed 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, say as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and 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.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

9. If 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.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria: Not applicable for this tender (As per item 10.4 of eligibility criteria of GCC for Works-April, 2022)

10.2 Financial Eligibility Criteria: Not applicable for this tender (As per item 10.4 of eligibility criteria of GCC for Works-April, 2022)

10.3 Bid Capacity: Not applicable for this tender (As per item Annexure VI of Part-I of GCC for Works-April 2022)

10.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 Lakh. (See Para 10.1 and 10.2 above)

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: (Please refer Clause No. 10.5 of Part-I of GCC for Works-April, 2022)

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 – Eligibility Criteria: Please refer Clause: Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria of Part-I of GCC for Works-April, 2022].

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) 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-V (Revised Format). 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 are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by 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.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at anytime 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.

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Electrical Engineer, Rolling stock, Tambaram, Southern Railway, Chennai – 600045 for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender:

- (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) Following documents shall be submitted by the tenderer:
 - (a) Sole Proprietorship Firm:
 - (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (b) HUF:
 - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (c) Partnership Firm:
 - (i) All documents as mentioned in Para 18 of the Tender Form (Second Sheet).
 - (d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet).
 - (e) Company registered under Companies Act 2013:
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company
 - (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above
 - (f) LLP (Limited Liability Partnership):
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
 - (g) Registered Society & Registered Trust:
 - (i) A copy of the Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (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.
15. 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 Apostille certificate.

16. 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 16.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.

17. JOINT VENTURE (JV) IN WORKS TENDERS

Please refer Clause 17 to 17.15.3 of Part-I of GCC for Works-April, 2022

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be

submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

Signature of Tenderer(s) with Date:

TENDER FORM (Third Sheet)

Name of Work:

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____% above/below the Standard Schedule of Rates (SSOR) of the Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

ANNEXURE-IV**CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO.

DATED

ARTICLES OF AGREEMENT made this _____ day of _____ 20__ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified

in the tender documents and the Specifications of _____ updated with the correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the

_____ day of _____ 20_____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor (Signature)
Address
Date

Railway: Designation (For President of India)
Date

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

ANNEXURE-V (Revised Format)

Reference – Para 6.1 of ITT

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of “Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram” dated 10 .06.2026 of Southern Railway do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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.
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 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 or incorrect 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 up to two year. Further, I/we (insert name of the tenderer) ** 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 or incorrect 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 up to 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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Place: Dated:

SEAL AND SIGNATURE OF THE TENDERER** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

ANNEXURE-V (A)

Reference -Para 6.1 of ITT

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.) I/We.....(Name),attorney/authorized signatory of the.....(constituent firm/constituent partner) and member/partner of the.....(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) 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.
2. 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),

Place: Dated:

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

SOUTHERN RAILWAY

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ Where

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of –

i. Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

ii. Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B.

In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

i. Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

ii. Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank:-----

President of India,

Acting through..... ,

Beneficiary:..... Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority*),.....Railway,.....(hereinafter called "The Railway") having invited the bid for _____through Notice inviting tender (NIT)No._____,We have been informed that[*Insert name of the Bidder*].....(here in after called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,[*Insert Name of the Bank*], with its Branch[*Insert Address*] having its Head quarters office at..... [*Insert Address*] hereinafter called the **Bank**, acting through..... [*Insert Name and Designation of the authorized persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, infavour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount upto and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee here in before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from***[insert date of issue]******till.....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway here in before used shall include their respective successors and assigns.

9. The Bank here by undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details-

IFSCCODE	SBINOOORAIL
IFSCTYPE	BRANCH
BANKNAME	STATEBANKOF INDIA
BRANCHNAME	RAIL
CITYNAME	NAVIMUMBAI
ADDRESS	SECTOR-II, CBD BELAPUR, NAVIMUMBAI
DISTRICT	NAVIMUMBAI
STATE	MAHARASHTRA
BGENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

[P/Attorney]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Reference - Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian Rupees National
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. 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.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports.

(Signature of Chartered Accountant)

Name of CA: _

Registration No:

(Seal)

II. PART-B - SCOPE OF WORK & SPECIFICATIONS

1. The Crane Ladder drawing in different Location at EMU workshop are to be fabricated as per the
 - A- Drawing no. ERS/BG/ACU/182-01 (HL WAY CRANE LADEER).
 - B- Drawing no. ERS/BG/ACU/182-02 (Electrical WAY CRANE LADEER).
 - C- Drawing no. ERS/BG/ACU/182-03 (TC WAY CRANE LADEER).
 - D- Drawing no. ERS/BG/ACU/182-04 (M1 WAY CRANE LADEER).
 - E - Inspection shed Fixed ladder arrangement -4Nos(Drawing No. ERS/BG/ACU-186-4)i

(All Sketches are attached in the Tender Document)

2. All the required materials such as MS L angles 65X65X8 , MS PIPE 50 MM OD, Checkered sheet 2' length&10 MM width , welding electrodes, MS sheets fasteners man power, hand drilling machine ,cutting blade, holder paint brush and other required tools & plants and consumables and materials etc. will be supplied By Contractor
3. The necessary items such as man power, welding plant, cutting machine, consumable items and safety items, will be provided by the contractor. Necessary electrical power will be supplied by Railways free of cost.
4. No sharp edges are allowed .Sharp edges are to be leveled with hard grinder in CRANE LADDER
5. After fabrication the all ladder ,one coat of primer and one coat of epoxy paint will be applied. The required paints and primer will be supplied by Railways,
6. The work should be completed with in **six month** form the date of issuing LOA

Note:

- 1) After the provision of ladders, the contractor has to clean the inside area .
- 2) The contractor has to provide all the safety arrangements (PPE) to their staffs while working particularly in motor coaches. The contractor should supply all the safety equipment's such as gloves, helmet, safety shoes etc to their staffs and contractor or his representative must be ensured that their staffs are using this safety equipment's before starting of work.
- 3) Necessary Tools and equipment's has to be provided by the contractor. Electricity will be provided by Railways at free of cost.

(2). PREPARATORY ACTIVITIES:

- (a) Before physically starting the work, the contractor shall submit the list of personnel to be engaged by him with name, age, address and photographs to respective Sr.DEE or his authorized representative, and get necessary permission for working inside the Railway premises. Identity card has to be issued by the firm to their workmen for whom permission is to be granted by the Railway. The identity/permit card shall be produced when demanded by the site supervisor or any other authority of Railways.
- (b) Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work within Railway premises and they do not create any nuisance or disturbances.
- (c) The contractor shall be solely responsible for the orderly conduct of his representatives as well as laborers within Railway premises.
- (d) The persons so engaged by the contractor should be courteous, well-mannered and be well behaved. Railway reserves the right to direct the contractor to remove any person, if he/she is found to be unsuitable for work or on disciplinary grounds.

- (e) The contractor shall make it clear to his work force that, Railways will not entertain any request or claim for any temporary/casual/permanent employment of the personnel engaged by him on the basis of work done through this contract.

(3). DAMAGE TO RAILWAY PROPERTY:

- a) The contractor shall be responsible to see that the work executed by him does not in any way infringe or damage the existing structures or other works in the area.
- b) The contractor is liable to take responsibility and rectify for the damage, if any, caused to the Railway property during the execution of their work. Any losses suffered by railways on account of damages by the contractor will have to be fully compensated by the contractor.

(4). SAFETY MEASURES:

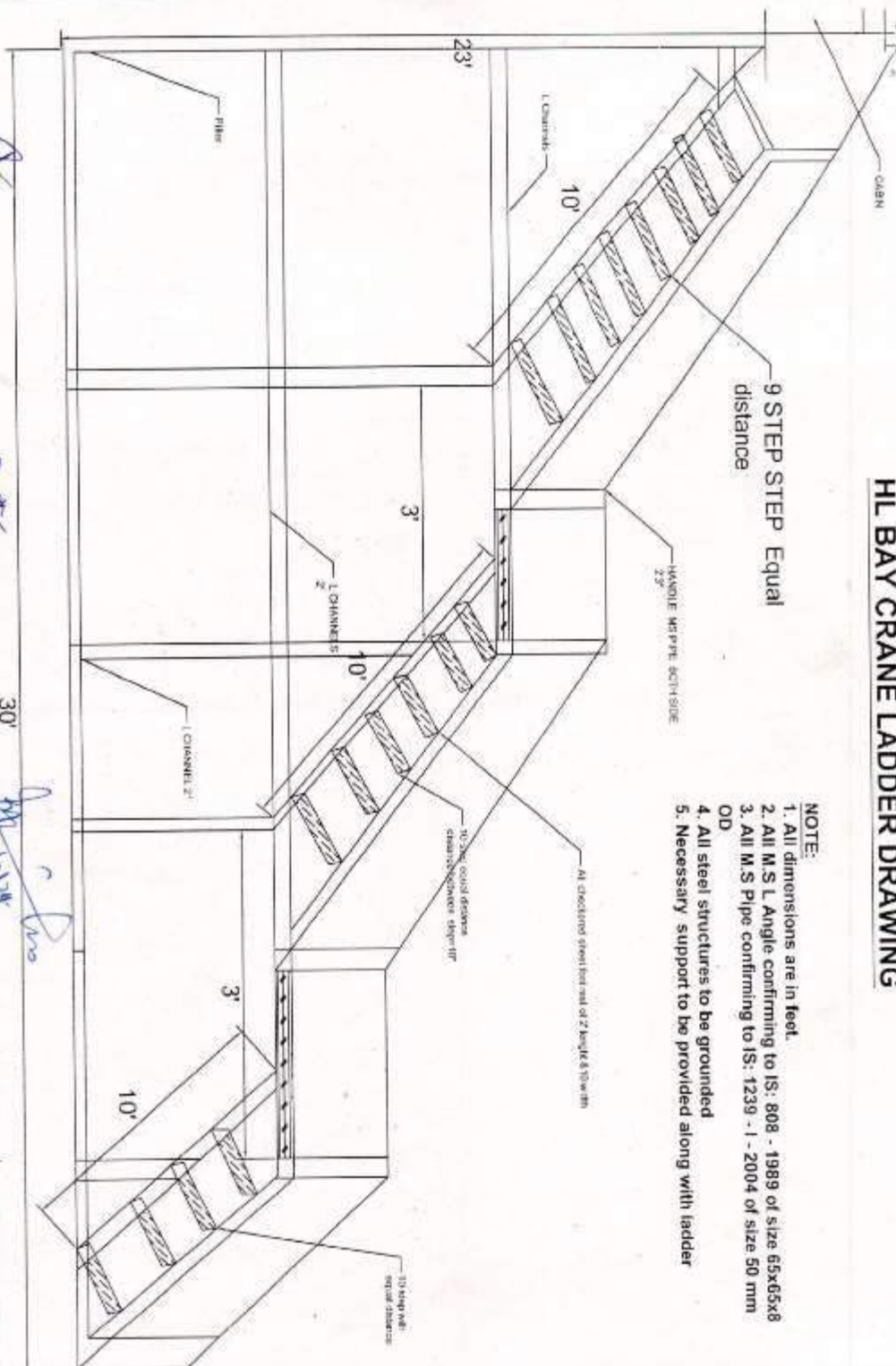
- a) Contractor shall be solely responsible for taking care of his/her staff & supervisor against any accident or safety risk. Railway administration shall not be responsible for safety of the staff of the contractor and hence the administration shall not be liable for any compensation arising out of accidents including loss of life, injury etc while executing the work.
- b) Railway will not pay compensation in case the contractor's staff sustain injury or in the event of death while working or in the Railway premises.
- c) The contractor's staff working in the Railway premises shall wear distinctive PPE Kit to distinguish them from employees of railway.
- d) The contractor shall ensure industrial safety norms in execution of work in Railway premises.
- e) The Contractor shall abide by all instructions issued by Railway Administration from time to time in connection with safety of railway installations and personnel.
- f) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working in the Railway premises and shall conform to the rules and regulations of the Central and State governments as well of the Railways.

(5). OTHER PENALTY clauses:

SN	Description	Penalty amount
1	Work has to be started within 15 days as per the instruction of SSE in-charge through phone call/message/letter.	Work has to be started within 15 days as per the instruction of SSE in-charge through phone call/message/letter. In case work is not started within 15 days, a penalty of Rs.100/- per day will be imposed.
2.	Improper cleaning of debris and dust after completion of work in each ladder in EMU Workshop and inspection shed	The contractor shall be fined Rs.500/-per location for deviation.
3.	If there is any damage to the Railway materials caused by the contractor	Rs.200/- in addition to the cost of that material.
4.	Any other deviation of Agreement conditions.	As decided by the Sr.DEE/RS/TBM up to maximum of Rs 1000/- per instant.
5.	Firm's staff must perform the work in complete wearing of PPE kit	A penalty will impose Rs. 100/- per staff per day, if found without PPE kit during inspection

NOTE:

1. All dimensions are in feet.
2. All M.S.L. Angle conforming to IS: 808 - 1989 of size 65x65x8
3. All M.S. Pipe conforming to IS: 1239 - 1 - 2004 of size 50 mm OD
4. All steel structures to be grounded
5. Necessary support to be provided along with ladder

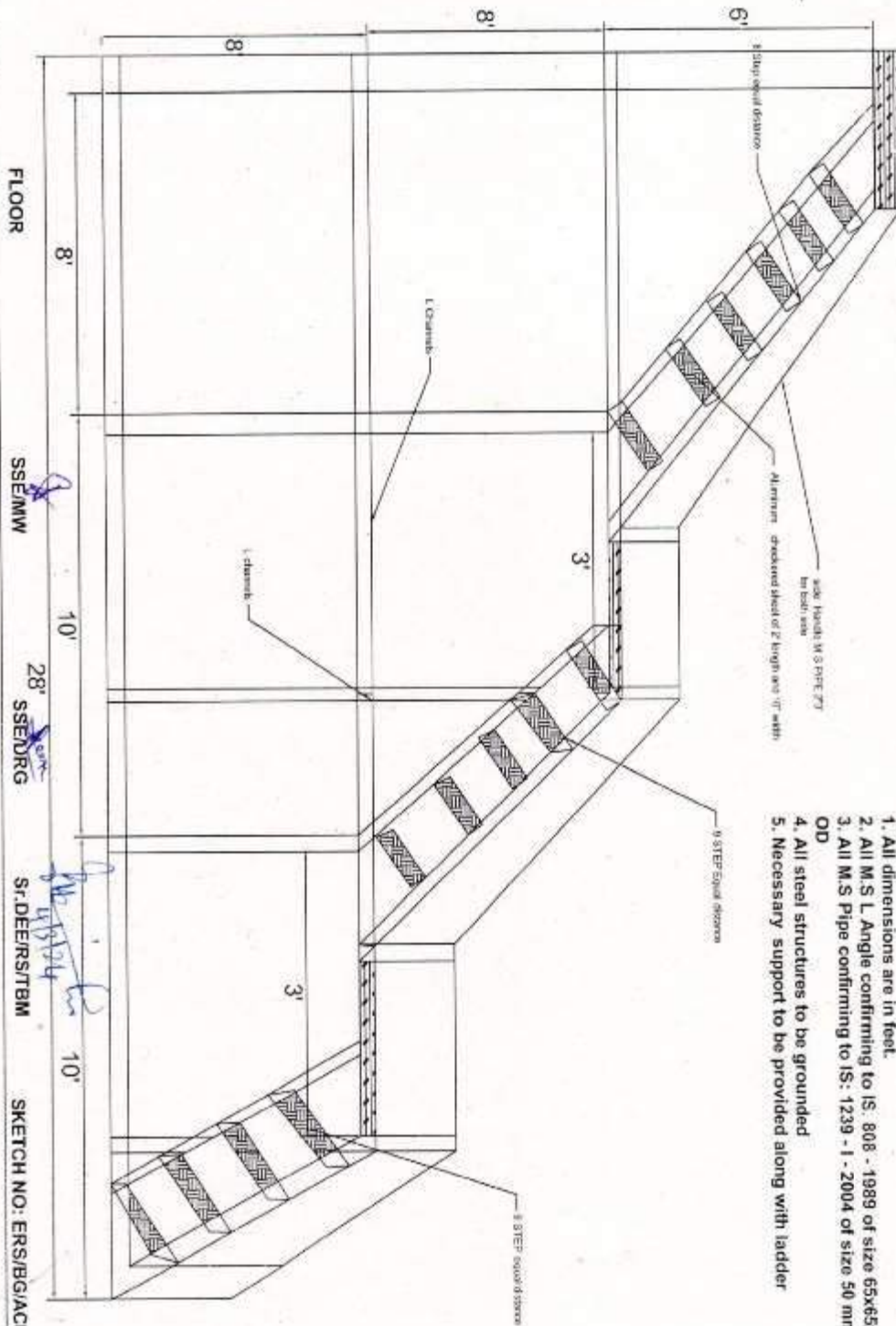


SKETCH NO: ERS/BG/ACU/182 -1

Elec BAY CRANE LADDER DRAWING

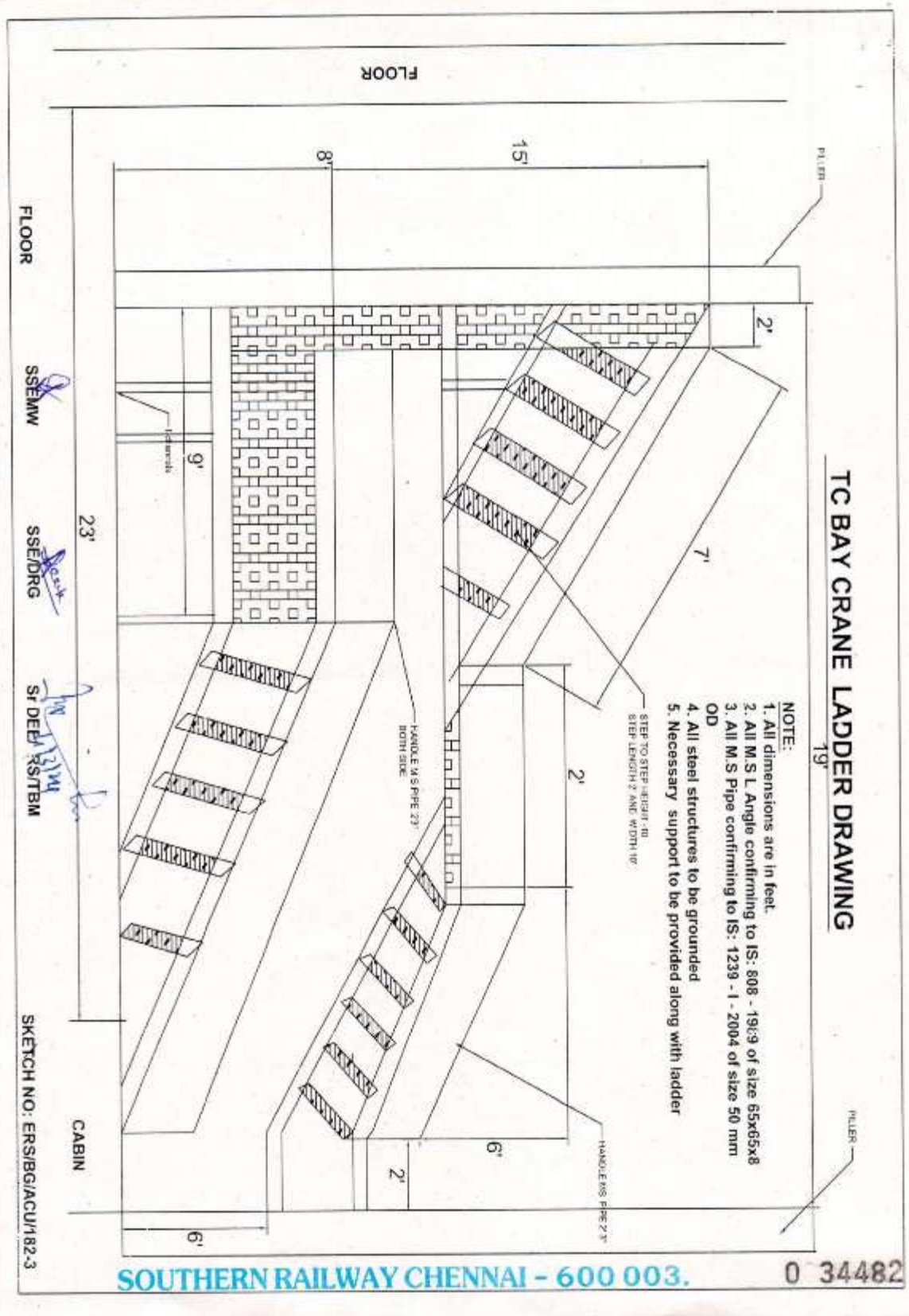
NOTE:

1. All dimensions are in feet.
2. All M.S L Angle conforming to IS: 808 - 1989 of size 65x65x8
3. All M.S Pipe conforming to IS: 1239 - 1 - 2004 of size 50 mm OD
4. All steel structures to be grounded
5. Necessary support to be provided along with ladder

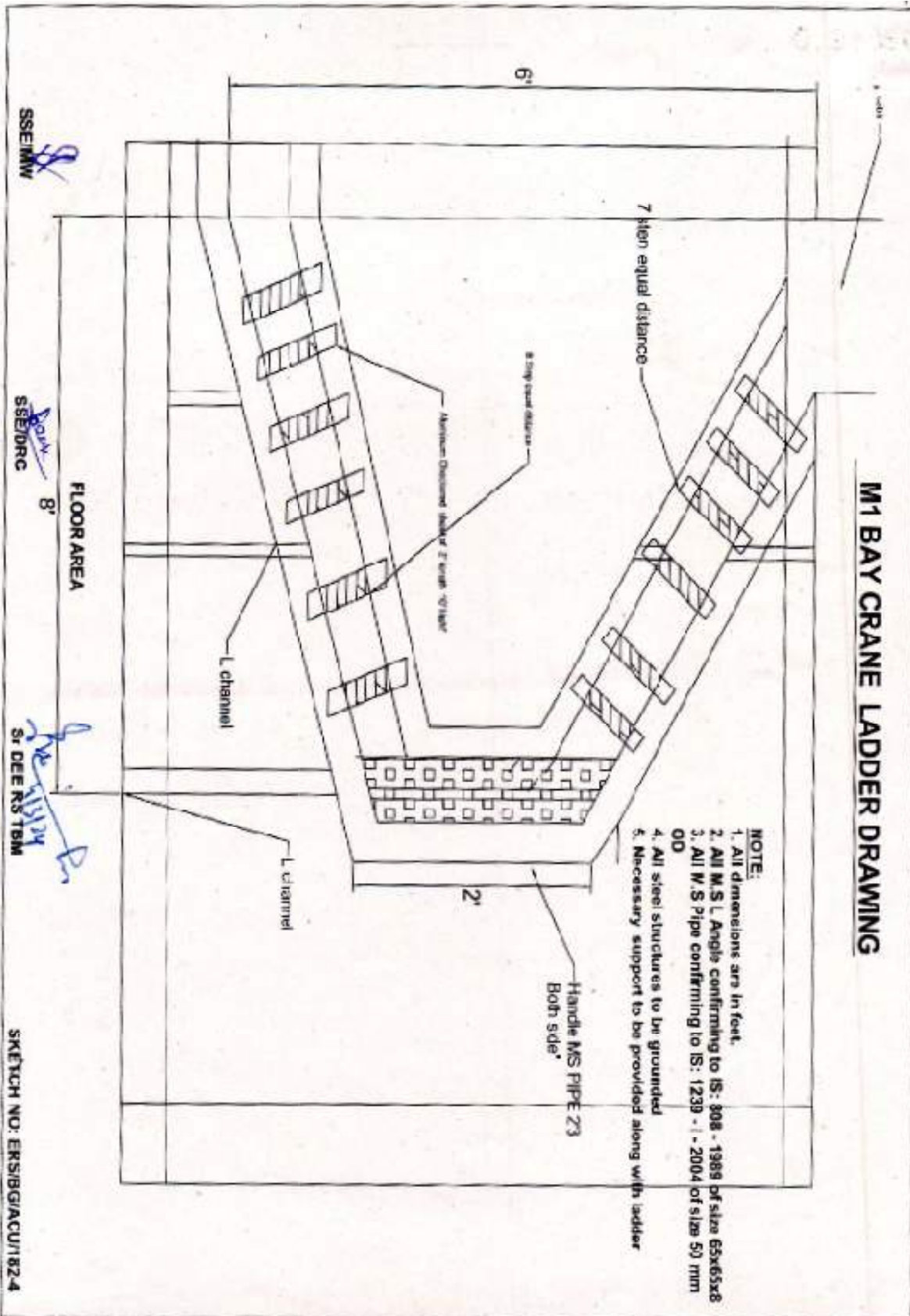


SOUTHERN RAILWAY CHENNAI - 600 003.

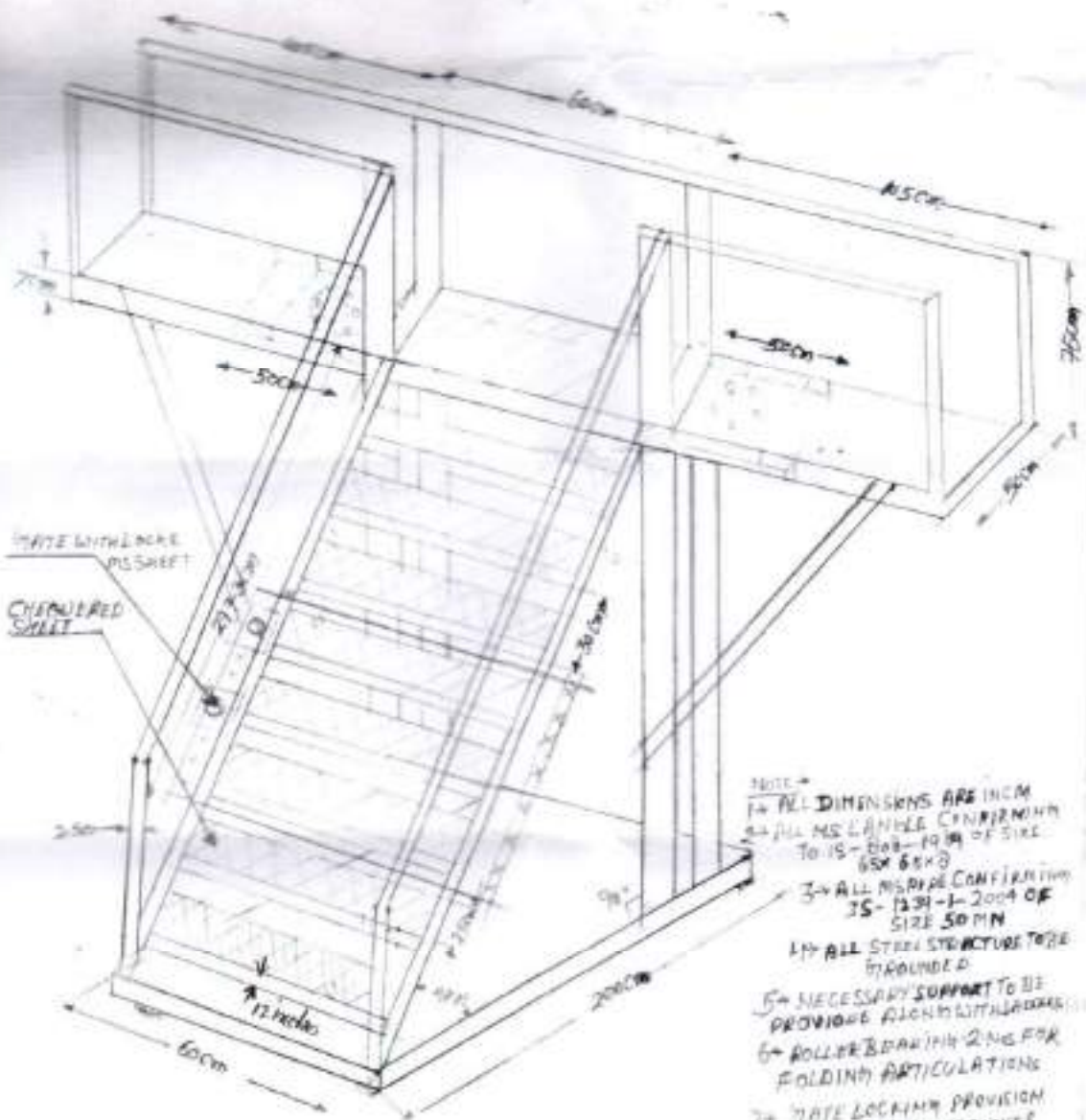
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M1 BAY CRANE LADDER DRAWING



INSPECTION LADDER DRAWING (FIXTURE)



- NOTE:-
- 1- ALL DIMENSIONS ARE IN CM
 - 2- ALL MS LADDER CAN BE MINIMUM TO 15-18mm OF SIZE 65x65
 - 3- ALL MS LADDER CAN BE MINIMUM TO 15-18mm OF SIZE 50mm
 - 4- ALL STEEL STRUCTURE TO BE ROUNDED
 - 5- NECESSARY SUPPORT TO BE PROVIDED ALONG WITH LADDER
 - 6- ROLLER BEARING 2 NOS FOR FOLDING ARTICULATIONS
 - 7- LADDER LOCKING PROVISION AT TWO PLACES MS SHEET FOR LOCK.

SKETCH NO:-
ERS/IBH/ACU/1986-1

ADDEK/RS/10M

DRAWN

CHECKED

III. PART – C- GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- 1.1.1 Consignee:-
Senior Section Engineer, MW EMU workshop, ,SSE/INSP Tambaram, Southern Railway, Chennai-600 045 is the consignee.
1. 1.2 Paying Authority:-
Senior Divisional Finance Manager, 4th Floor, N.G.O. Annex Building, Chennai Division, Southern Railway, Chennai-600 003.
1. 1.3 Name of the work:-
.Fabrication, Installation and Commissioning of Crane Ladders at EMU workshop and inspection shed ladder at Tambaram”
1. 1.4 Quantity:
Enclosed as Annexure - `A` – Schedule of work and Rates.
The quantity is only approximate subjects to variation according to the needs of Railways.
1. 1.5 Price variation:-
No price variation shall be allowed.
1. 1.6 PLACE OF WORK :
Work will be carried out at EMU Workshop, and Inspection shed Tambaram only.
1. 1.7 Payment : -
Payment will be made on actual basis only as per the instruction of SSE/In-charge (or) Sr.DEE/RS/TBM.
One time payment will be arranged after completion of the work duly deducting the Security deposit, Income tax, and other taxes (if any) etc. from the contractor’s bill as applicable at the time of billing. In this connection, you have to submit the bill in Railway Standard format along with the following details.

In this connection, you have to submit the bill in Railway standard format along with the following details:-
(a) Name and address of their Bank
(b) Type of Bank account (savings / current)
(c) Account No. & MICR code No.
(d) Electronic Fund Transfer Number (If available)
(e) Pan card details
(f) NEFT form (with complete details)
(g) GST invoice and Annexure.
1. 1.8 Penalty clause for delay in completion of work:-
Railways will have the right to impose the penalty for the delay in completion of the work as per Indian Railway Standard condition Clause No.17 (B) of General Condition of the Contract – 2022, Indian Railways. The above imposed penalty amount will be deducted in the contractor’s running bill at the rate of 10% against the value of the work till the full penalty amount recovered.

The Railway Administration will have rights to terminate the contract, if the work executed by the contractor is consistently unsatisfactory.
- 1.2 **Security Deposit**
- 1.2.1 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 45 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.

- 1.2.2. Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
- (i) (a) Final Payment of the Contract as per clause 51.(1) of GCC 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) of GCC, in case applicable.

- 1.2.2. Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions of GCC, 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 of GCC, the Security Deposit shall not be forfeited.
- (ii)

- 1.2.3 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 GCC will be payable with interest accrued thereon.

1.3 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 22nd day after the date of issue of LOA. Further, if the 60th 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 to the contractor against that particular contract, subject to maximum of PG amount. 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.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the 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 Sr.DFM/MAS, Chennai Division, Southern Railway (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 of GCC.

Note:

In case of submission of the Bank Guarantee the same shall be submitted as per the format in Annexure-G.

1.4 Period of Contract

The Contract period is Six Months from the date of issue of Letter of Acceptance.

1.5 Inspection: -

Consignee (Authorized Railway Engineer) should be called by the contractor for the stage

inspection during the progress of work.

1.6.1 Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) 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-V (Revised Format). In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by the each member of a partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. 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 are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) 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.
- (vi) (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 five 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 five years.

1.6.2 System of Verification of Tenderer 's Credentials

The tenderer shall submit along with the tender document, documents in support of his/her/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credential, submitted by the tenderer, shall be self-attestation/digitally signed by the tenderer or authorized representative of the tendering firm.

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

1.8 Validity of Offer

The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Southern Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

1.9 Prices

The Rate quoted by the tenderer shall be firm and inclusive of GST and all other taxes and

any variation in the later stage will not be accepted. The rates quoted shall embrace all operations necessary for the satisfactory completion of the work of finish and shall include all charges. Any levies shall be mentioned clearly.

1.10 Negotiation

- i. The Railway reserves the right to enter in to negotiations with the lowest eligible tenderer (L-1) emerged after opening of the tender, at the sole discretion, before acceptance of the tender, in order to clarify special condition for reduction of rates and/or changes in scope of the work etc.
- ii. In case of a negotiation with Tenderer be entered in to, the Tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the Tenderer along with the original tender.
- iii. If the Tenderer expires after submission of his/her/their tender or after acceptance of his/her/their tender, the Railway shall deem such tender is cancelled. If a partner of a partnership firm expires after submission of the tender or after acceptance of the tender, the Railway shall deem such tender as cancelled, unless the firm retains in character.
- iv. The contract shall be governed by the special conditions of contract and general conditions of contract (GCC) with latest corrections, as applicable to the engineering department of Indian Railway.
- v. Tender(s) containing erasures and/or alteration of the tender documents are liable to be rejected. Any corrections made by Tenderer(s) in his/her/their entries must be attested by him/her/them.

1.14 Commencement of Work

The contract period is Six Months from the issue of Letter of Acceptance (LOA). The contractor is required to commence the work within 15 days upon receiving instructions from the Senior Section Engineer (SSE) in-charge via phone call, message, or letter.

1.15 Other Financial Conditions

1.15.1 Income Tax: The Income tax at source at the rate of 2% or at the rate applicable from time to time is recoverable from the bills.

Tax and related deductions are as follows:

**1% for individual contractors (proprietors),
2% for others.**

Whenever TDS IT rates are modified deduction shall be made accordingly. However if the proposed work attracts any levy at the time of billing, the same shall be recovered.

PAN No has to be provided by contractors, failing which TDS IT shall be deducted at a rate of 20%.

Any other taxes if applicable at the time of billing shall be levied.

1.15.2 TDS: The TDS at source at the rate of 2% will be liable to deduct towards GST @2% with effect from 01.10.2018 as per RB's letter No.2018/AC-II/46 dated 19.9.2018.

1.15.3 GST: The tenderer who is liable to be registered under GST Act should mention his GSTIN registration details in the tender and quote the rate with applicable SAC code, rate of GST and amount of GST clearly. The successful tenderer who is awarded with the contract, should have valid GST invoice with all requisite details including the GSTIN of the contractor, GSTIN of the Railways, SAC code, amount of GST etc. after execution of the work/completion of the contract along with the consignment Note. The contractor should discharge his GST liability on this account in time and file all required statutory returns under GST duly including the details of this contract without fail.

New Para 6(a)(v), Part I of GCC shall be read as under: 6(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to: Wrong/incorrect invoices issued by Contractor ;

No-filing of GST returns;
 Non-payment of GST collected from Indian Railways to the authorities;
 Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related Laws, or based upon or arising from any failure by the Contractor.

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

1.15.4 Conservancy Cess Charges:

As per Railway Board's letter No. F(X)I/95/1/1 dated 07.09.2021, "Conservancy Cess Charges" if applicable will be deducted at the rates given below from the contractor's bills based on average number of labourers/workmen employed per day by the contractor for the work.

Number of labourer/workmen Employed per day	Conservancy cess charges to be recovered per month
1 to 5	₹159/-
6 to 10	₹312/-
11 to 25	₹785/-

1.15.5 Other Taxes/charges: If the State or Central Government imposes any new taxes / charges governing contract activities, in addition to the existing taxes, duties / charges furnished in the tender price schedule, in the course of execution of this contract, the contractor should pay / settle them at his own cost.

1.15.6 Statutory Levies: Any statutory levies imposed by the State or Central Government from time to time during the currency of the contract, shall be borne by the Tenderer.

1.16 **THE QUALITY ASSURANCE PROGRAMME:** (As per CVO/MAS Lr. No. VO/ PC/ L / 2012/10/039/CMS,dt.12-02-13):

1. The Quality Assurance Programme such as maintenance of various register on the part of Railways as well as the contractor, for the subject works contract is necessary for system improvement.
2. Hence, the following ledgers are to be maintained in the subject works contract depending upon the nature of work at site:

Sl.No.	Name of Register	To be maintained by
1.	Site order book	By Firm
2.	Hindrance register	By Firm
3.	Material Transaction Register	By Firm & Railway
4.	Daily Progress Register	By Firm

3. These Registers are to be maintained at site and should be produced during inspection by Officials. The format for maintaining the above-mentioned Registers are given in Annexure- I.

1.17 Guarantee/Warranty:-

The warranty period for the above work is two years from the completion of date in each

ladders . During the warranty/guarantee period, any damage/failure occurs in ladders and End wall, the firm should attend the failure at their own cost. The warranty period will be extended from the date of intimation of failure to rectification date. The intimation will be sent through email/phone. The decision of the consignee in regard to the cause of damage/failure shall be final and will be binding of the contractor.

1.18 Additional Safety Stipulations

1.18.1 The contractor shall not allow any road vehicle belonging to him or his supplier to ply in these Workshops except entering and egression of his/her/their materials and equipment only. The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to his/her/their equipment's & men and also damages to the Railway.

1.18.2 The successful Tenderer shall comply all relevant statutes of Government including Contract Labour (Regulation and Abolition Act 1970, Workmen's Compensation Act 1923, Payment of Wages Act 1936 Minimum Wages Act 1948. Employees State Insurance Act, Provident Fund Act, Employment of children Act, Untouchability act and other Labour Laws, amended from time to time. The successful Tenderer shall also submit indemnity to the Railway administration against any claims/liabilities under these Acts. The Railway Workshop is working under Factory Act; Hence the firm has to follow the rules of Factory Act.

1.18.3 The contractor shall indemnify and keep staff of EMU Workshop, Tambaram indemnified and harmless against all actions, suits, and claims, demands, cost charges or expenses arising in connection with any accident, death or injury sustained by any person/persons within the Railway premises due to the acts of omission in the contract irrespective of whether such liability arises under the Workman's Compensation Act or Fatal Accident Act or any other statute in force from time to time.

> Contractor is to abide by the provisions of various labour laws in terms of above clause 54,55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. 16. The contractor shall comply with ESI Act

The contractor shall comply with ESI Act, 1948.

Insurance scheme: The following insurance schemes have been launched by the central government for the benefit of contractual staffs.

a) Pradhan Mantri Suraksha Beema Yojana (PMSBY)

b) Pradhan Mantri Jeevan Jyoti Beema Yojana (PMJJBY) The contractor should encourage all their staffs to join these schemes and avail the benefits without fail.

1.19 Compliance to Environmental Management System

1.19.1 EMU Workshop, Tambaram has established Environmental Management System to the requirements of ISO 14001 in the entire premises. Hence it is the responsibility of the tenderer/contractor and his/her/their personnel to adhere to the legal and other requirements applicable to this workshop and to the policies and procedures of this workshop pertaining to ISO 14001 Environmental Management System.

1.19.2 Specific guidelines, instructions, requirements, conditions, etc. pertaining to a contract will be issued by the Sr.DEE/RS/TBM or his representatives from time to time either along with the tender/contract or subsequently during the execution of the contract. It is mandatory for the Contractor and his/her/their personnel to adhere to that.

1.19.3 Following general guidelines, in addition to the specific conditions of the contract, are issued for strict compliance:

i. The Contractor shall ensure that the personnel deployed by him/her/they are aware of the environmental Policy of the EMU Workshop, Tambaram.

ii. The Contractor shall ensure that his/her/their personnel are aware of pollution

- control and its importance, aspects of the activities being carried out by the contractor's personnel, its impact and its significance.
- iii. The Contractor and his/her/their personnel shall wear adequate and suitable personal protective equipment and adapt industrial safety methods commensurate with the activities.
 - iv. The driver of the transport vehicles engaged/used by the Contractor which are entering the premises of EMU Workshop, Tambaram should have a valid license for that particular category of vehicle issued by any Government Transport Authority.
 - v. In the event of fire noticed by Contractor's personnel, this should be communicated to the Sr. Section Engineer of the shed for taking further action.
 - vi. In the event of any accident or incident or near miss, this should be immediately communicated to the Safety Cell for taking further action.
 - vii. The Contractor shall ensure that there is no leakage of chemicals, oil, hazardous substances, while transporting or carrying out any activity. The containers used for various activities should be free from leaks and damages.
 - viii. The contractor's personnel shall not bring any non-bio degradable item like plastic, poly-ethylene etc and any other pollution causing material inside the workshop premises.
 - ix. The Contractor's personnel shall ensure that there is proper house-keeping in the place of work.
 - x. The Contractor's personnel shall ensure that the waste generated while performing any process within the premises of EMU Workshop, TBM is disposed only in the nominated locations. The waste should not be left in the place of work nor should it be disposed anywhere. The details of nominated locations may be obtained from the Officer who has executed the contract.

1.20 Instructions for Contractors to Contain Spread of COVID-19

- i. A declaration has to be produced by the contractor to the in-charge SSE's as per the format in vogue before commencing the work.
- ii. As far as possible, only local employees should be brought for duty.
- iii. Contract employees and supervisors whoever travelled from other states, Zones/Districts should observe the conditions in e-pass.
- iv. Employees residing in Containment Zone should not be brought to duty.
- v. Employees with co-morbidities, pregnant women and people below the age of 18 years should not be brought for duty.
- vi. If any employee reportedly suffering from flu-like illness or symptomatic should not enter inside the workshop and seek medical advice from nearby Hospital. Such persons, if diagnosed as a suspect/confirmed case of COVID-19 should immediately inform to the Railway authorities.
- vii. All employees and supervisors must install the AarogyaSetu app and act according to the advice appearing on the App.
- viii. Wearing of Face Mask is compulsory at work place/office at all times.
- ix. Social Distancing shall be maintained at work places/offices.
- x. All employees must subject themselves for thermal scanning before entering Workshop.
- xi. All employees must sanitize their hands at the gate before entering workshop.
- xii. Spitting in public places is strictly prohibited.
- xiii. Hand washing should be done by each and every employee at frequent intervals.
- xiv. All employees must carry their identity card invariably while proceeding to/from Workshop.
- xv. National Directives for Covid-19 Management are strictly adhered by all employees.
- xvi. All employees advised to take care of their own health and look out for respiratory symptoms/fever and, if feeling unwell, should leave the workplace immediately after informing their supervisors. In that case, they should observe home-quarantine as per the guidelines issued by MoH& FW, Government of India.
- xvii. All contract employees must have been vaccinated against COVID-19 and the proof should be submitted at the time of commencement of work.

1.21.1 Variation in quantities specified in contracts

The competent authority of Railway Administration reserves the right to increase or decrease the quantity by 25% on order at any time during execution of the contract without

assigning any reason thereof and Railway Administration shall not be liable in any manner what so ever to the tenderer for such increase/decrease if any.

- (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 up to 25% of the quantity originally contracted, except in case of foundation work.
- (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 up to 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 up to 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 up to 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 agreement value.
 - (i) Quantities operated up to 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;
 - (ii) Quantities operated in excess of 100% but up to 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;
 - (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. In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
 - (iv) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
 - (v) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).

1.21.2 **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no

degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

- 1.22 **Extension of Completion Period**
Extension of time may be granted if required for special circumstances at the discretion of the Railway Administration with / without LD.
- 1.23 **Final Settlement**
On expiry of the contract period, Security Deposit shall be released to the contractor after adjustment of any due payable by the contractor to the Railways and after all conditions have been satisfied.
- 1.24 **Cancellation or Suspension of the Contract**
The railway administration shall be at liberty at any time without giving any reason to suspend temporarily or terminate permanently this contract on giving seven days notice writing to the contractor and the contractor shall not be entitled any claim or compensation by reason thereof.
- 1.25 **Termination of Contract**
In the event of the contractor failing to comply with all or any other conditions part thereof governing this contract, the Sr.DEE/RS/TBM shall have the right to terminate the contract at any time on issue of notice thereof and in the event of such Termination, the contractor shall not be entitled to get any compensation from the Railways for any loss whatsoever may have suffered.
- 1.26 **Forfeiture of Security Deposit**
Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions of GCC, 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.
- 1.27 **Error, Omission & Discrepancies**
Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 1.28 **Damage, Accidents Or Floods Or Tides**
The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to anything belonging to the railway Administrations, lost or damaged by any cause during the course of contractor's work.
- 1.29 **Settlement of Disputes – Arbitration and Conciliation Rules**
All disputes and differences of any kind whatsoever arising out of or in connection with the contract will be dealt as per the latest GCC only
- 1.29.1 It is mutually agreed that the tenderer will abide by the conditions of contract including Arbitration Clause enshrined herein and expressly waives his right to approach any other

entity under any other law.

1.30 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 60 days, either party may at its option terminate the contract by giving notice to the other party.

1.31 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

1.32 Plea of Custom

The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specification.

1.33 Price Variation

Price variation for the work will not be allowed during the execution of the work in the contract period.

1.34 Relaxations/Alterations/Deviations in the Scope of Work

1.34.1 Sr.DEE/RS/TBM may require alterations/deviations to be carried out in the scope of work during its progress as may be deemed necessary. All such alterations/deviations shall be those which have been ordered by the Research Design and Standards Organization (RDSO). No relaxations/deviations/alterations in the work during its progress shall be made by the contractor unless the same have been permitted by Railways. The escalation/de-escalation in cost resulting from such relaxations/alterations/deviations shall be mutually agreed upon by the parties prior to the commencement of the work failing which the decision by Railways in this regard shall be final and binding on the contractor.

1.34.2 A consolidated statement incorporating all the relaxations/alterations/deviations made during the execution of the orders with the financial implications as already agreed upon as well as not agreed to between the parties or where the cost of escalation/de-escalation could not be decided earlier shall be submitted by the contractor to Railways immediately by in any case not later than three months from the date of the completion of the order. After due consideration of the final implications of all such relaxation/alterations/deviations as per the aforesaid final statement Railways shall determine the amount if any that shall, on the account payable to/recoverable from the contractor. The decision of Railways in this regard shall be final and shall not be subject to any arbitration/legal proceeding.

1.34.3 In case of any delay due to relaxation/alteration/deviation as permitted by Railways, delivery period shall be modified accordingly, without levying any LD on this account. Railway's decision in this regard shall be final and binding on all parties.

1.35 Attachment of Annexure

The particulars called from Annexure-A to E & Annexure-I of Tender Form (First and Second sheet) are to be furnished duly filling the appropriate columns and uploaded by the bidder as per the format available in the tender document. Further, the bidder shall submit

the copy of GST Registration certificate and PAN.

The successful contractor should submit Annexure-F along with the first bill, Annexure-G while submitting Performance Guarantee (if applicable) and Annexure-H along with all the bills.

1.36 WORKING HOURS: -

- a) The work is to be carried out between 7:15 to 16:45 (Monday to Friday) & 7:15 to 11:30 (Saturday) except on Sundays.
- b) The work should be carried out only during working days and the contractor will not be permitted to work on Holidays and Sunday. However, if desired by the Railway administration, the contractor may be asked to carry out the work on Holidays and Sundays as well, depending upon the requirement of work.
- c) The working time may be altered as per the need of the Railway and any such changes in timings shall be binding on the contractor. The contractor shall have to be prepared for managing his workforce according to such alteration in working time.

1.37 RESPONSIBILITIES OF CONTRACTOR: -

- a) Sufficient skilled manpower to complete the work within stipulated time.
- b) Supervisor(s) to monitor the work and maintain proper record keeping.
- c) All machinery, tools and materials as per Scope of work that may be required for the successful completion of work. The Pan Lock and hinges should be in Railways standard. The sample to be approved by Railways before fitting in the end walls.
- d) The contractor will execute the work without affecting the Railway working and in consultation with SSE/E5/TBM or his nominated representative. The contractor's staff & supervisor will report to the nominated railway supervisor at the time of commencement of work every day.
- e) Proper Personal Protective Equipment (PPEs) commensurate with the severity of work.

Note: Any other work which has not been mentioned here but necessary for completion of subjected work shall be assumed to be included in scope of contractor.

1.38 Mandatory Documents

Annexure-V (Revised Format) and Annexure-V(A) - Format for certificate to be submitted / uploaded by tenderer along with the tender documents. Annexure-VI - Tenderer's Credentials (Bid Capacity) to be submitted / uploaded by tenderer along with the tender documents. Non submission of above by the bidder shall result in summarily rejection of his/their bid.

IV. PART-D - SPECIAL TERMS & CONDITIONS OF CONTRACT

The following special condition shall supplement and be read together with general condition of the contract (GCC) of Southern Railway and the extent orders along with the amendment if any issued by the Govt. of India Ministry of Railway (Railway Board) from time to time.

1. The conditions of tendering, prices and payment and explanatory notes, specifications and forms for tender included herein shall be read as part of the tender, there after collectively referred to as the tender paper.
2. The successful tenderer will obtain instructions from consignee before start of the work & will ensure that work offer to him is completed within stipulated period. The successful tenderer would carry out the work under the guidance of a nominated supervisor of this workshop.
3. Proper equipments / tools shall be used to avoid any damage during work execution.
4. During the work execution it shall be ensured to maintain the housekeeping of the working area. Waste or scrap should be stacked at appropriate location or in proper bins as instructed by the consignee.

5. Contractor has to do the work as per scope of work at any location inside the yard as per instruction of consignee.
6. During the work execution, the successful tenderer shall be in daily contact with consignee / controlling officer at the beginning of the shift to liaison for various activities of the subject work, fulfillment of any shortfalls / defects pointed during the work execution and to ensure good workmanship. In case of their absence, they will depute their technically capable authorized representative who will be responsible to liaison with the consignee / controlling officer.
7. Contractor shall deploy sufficient labour for timely completion of work or as decided by Railway authority.
8. Small value / incidental items not mentioned in this scope of work, but required for successful completion of the work or minor adjustment in location of items as per the conditions shall be the part of this work and to be included in the schedule of prices.
9. Contractor should make record of offered quantity and completed quantity of each activity/ work of different schedules with date and time along with signature of Consignee or his representative.
10. Contractor shall make his own arrangements for all plants and machinery required for the execution of work and deploys sufficient labours for timely completion of daily work in prescribed cycle time to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items. If additional labour is required due to work load, contractor will depute without any extra cost. The decision to increase in manpower deployment during work is railway's right, which is binding on the contractor. Any delay on part of the contractor shall be viewed seriously. Work should not be hampered due to non-availability of labours otherwise strict actions will be taken & can be treat as an act of bad workmanship.
11. Small value / incidental items not mentioned in this technical specification, but required for successful completion of the work or minor adjustment in location of items as per the conditions shall be the part of this work and to be included in the schedule of prices.
12. Work shall be carried out in the workshop premises. The successful tenderer shall be fully responsible for safe working in the workshop premises and bear the losses incurred {man, material & machinery} due to any reasons. The contractor has to ensure that the work is to be done very carefully and no damage is done to any Railway property.
13. Work should be carried out without affecting the daily out-turn of the workshop.
14. The contractor shall engage the labours whose character and antecedents have been verified by the contractor before they are utilized to work for Railway in writing.
15. In the event of any staff of the contractor being found selling Railway material, the person concerned will be turned out from the Railway premises summarily and further if the Railway Administration on inquiry comes to know that proper verification was not carried out by the contractor in case of the labour employed by him, this contract will be liable to be terminated forthwith.
16. Railway reserve the right to ask the contractor to remove any person if found to be unsuitable for work or any other ground like bad conduct etc. In such situation the contractor must remove the concerned person and replace a suitable person forthwith. The person so removed must not be engaged by the contractor in any site of Workshop premises.
17. Separate temporary store, open space, shed area, room as required for stocking of contractor's tools, equipments, machines and other miscellaneous items will be provided by the railway. Contractor will arrange his own transport for transportation of his

material/ equipments. The Railway does not guarantee availability of protected storage space or office space for contractor's use. Railway shall not be responsible for any loss of material or stores belonging to the contractor kept at the worksite for this work.

18. Contractor must follow rules and regulations mentioned in Vishaka Guidelines which is against Sexual Harassment of Women in the Workplace. Contractor should take appropriate steps/actions to prevent sexual harassment otherwise necessary actions will be taken (by Railway authority/ State authority) as per Vishaka Guidelines.

ANNEXURE-A

CONSTITUTION OF THE FIRM

1	Constitution of the Firm/concern. (Tick as applicable)	
2	Full name of firm /Company / JV/Society	
3	Year of formation / incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done. Mobile No.	
7	Name of the proprietor/ partners/ JV Members etc.	

We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc. as specified in Para No. 6. Part A of Regulation for Tender and Contracts in tender documents. I/we understand that in the absence of these documents, our tender shall be treated as having been submitted by the individual who has signed the tender documents.

Signature of Tenderer

ANNEXURE-B

LIST OF WORKS COMPLETED BY THE TENDERER IN THE LAST SEVEN YEARS (i.e. CURRENT YEAR & SEVEN PREVIOUS FINANCIAL YEARS)

THE DATE OF OPENING OF TENDER AS ON.

PREVIOUS EXPERIENCE DETAILS:

SN	Description	Details
1	Name & Place of the Work	
2	Agreement Number & Date	
3	Agreement Value in Rupees (in words & figures)	
4	Period of Contract	
5	Extension of contract granted, if any	
6	Actual date of completion of work	

7	Value of final bill passed (in words & figures)	
8	Performance	

Note: Scanned attested copies of supporting documents to be uploaded. If the experience details are more than one, separate list to be furnished in the above proforma.

Signature of Tenderer

ANNEXURE-C

STATEMENT OF WORKS ON HAND

SN	Name of the organization	Name of work	Place of work	Value of work	Present physical progress	Likely date of completion
1	2	3	4	5	6	7

The information furnished above are correct and complete to the best of my knowledge and belief.

We are/I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is to have been suppressed, the tenderer is liable to be rejected.

We are/I am aware that if the declarations as above, in the tender are found to be not true, any agreement that may be entered into is also liable to be terminated by the Railway.

Place:

Date:

Signature of Tenderer

ANNEXURE-D

LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE / PROPOSED TO BE EMPLOYED FOR DEPLOYMENT OF THIS WORK

SN	Name & Designation	Qualification	Professional Experience	Organisation With whom working	Date from which the personnel will be available for this work
1	2	3	4	5	6

Date:

Address:

Signature of Tenderer

ANNEXURE-E

LIST OF PLANT AND MACHINERY AVAILABLE ON HAND (OWN) AND PROPOSED TO BE INDUCTED (OWN OR HIRED TO BE GIVEN SEPERATELY)

SN	Name of the plant	Identification No. & Registration	Date of Procurement	Capacity/ Rating	Qty.	Present Condition
1	2	3	4	5	6	7

Date:

Signature of Tenderer

ANNEXURE-F

NATIONAL ELECTRONIC FUNDS TRANSFER

S.No	Description	Details
1	Supplier's/Tenderer's name as per account	
2	Supplier's address	
3	Telephone No. of supplier/tenderer	
4	Supplier's/Tenderer's E-Mail ID	
5	Cell phone No. of supplier/tenderer	
6	PAN No.	
7	Bank name	
8	Bank 's branch name	
9	Bank Code no.	
10	Name of city	
11	Bank Address	
12	Bank's branch Telephone/Fax no	
13	Supplier's/Tenderer's account no	
14	Type of account	
15	IFSC code for NEFT	
16	MICR no.	

Confirmed by Bank
(Along with bank seal)

Enclosed a copy of crossed cheque

Signature of tenderer with
Stamp and Address

ANNEXURE-G

Performance Bank Guarantee
(To be used by approved Nationalized Bank)

B.G. No.
Amount
Value period
Contract order No.

In consideration of the President of India acting through Senior Divisional Finance Manager, Chennai Division, Southern Railway (herein after called 'The Government') having agreed to exempt M/s. Name and Full Address (herein after called 'Tenderer' from the demand under the terms and conditions of LOA No. _____ dated _____ made between the President of India acting through the Senior Divisional Electrical Engineer, Rolling Stock, Tambaram, Chennai-600 045 and M/s. _____ for execution of work (herein after called 'the said Agreement) of Performance Guarantee for the due fulfillment by the said tenderer of the terms and conditions contained in the said agreement, on production of irrevocable Bank Guarantee amounting to 5% of the contract value i.e. ₹ _____ (Rupees _____ only).

We _____ Bank, hereinafter referred to as the Bank at the request of M/s. (tenderers) hereby undertake to pay to the Government an amount not exceeding ₹ _____/- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said tenderer of any of the terms or conditions contained in the said agreement.

We undertake to keep this Performance Guarantee in force till satisfactory completion of the work and maintenance period is over.

We _____ bank, do hereby undertake to pay the amount due and payable. under this guarantee without any demur, merely on a demand from the Railways stating that the amount claimed is due by way of loss or damages caused to or suffered or would be caused to or suffered by the Railways by reasons of any breach by the said tenderer of any of the terms or conditions or any breach by the said tenderer of any of the terms and conditions contained in the said agreement or by reason of the tenderer failure to perform the said agreement. Any such demand made on the Bank shall be conclusive and sufficient as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____/-.

We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the tenderer/supplier(s) in any suit or proceedings pending before any court or tribunal relating their to our liability under this present being absolute and equivocal. The payments so made by us under this bond shall be a valid discharge of our liability of repayment there under and the tenderer/Supplier(s) shall have no claim against for making such payments.

Extension Clause: In the event of the period of the contract being extended and the tenderer fails to extend the validity of this Guarantee for a further period to cover the extended period of contract before the validity date of this Guarantee, a mere demand or claim made on the bank by the Government on or before the date of discharge of this guarantee to the effect that the tenderer has failed to extend the validity of this Guarantee can be conclusive as regards the amount due and payable by the bank under this Guarantee, unless the tenderer extends the validity and the bank shall pay the amount forthwith to the Government.

Bank's Common Seal
with their individual seals.

Signature of the authorized Signature of the Bank

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office/department/Ministry of Railways certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said tenderer and accordingly discharges this guarantee. Unless such a demand or claim under this guarantee is made on us in writing on or before _____. We shall be discharged from all liability under this guarantee thereafter.

Bank's Common Seal

Signature of the authorized Signature of the Bank

with their individual seals.

B.G. No. _____ date _____.

Witness : 1 (With name & Address)

Witness : 2 (With name & Address)

We _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variations, or extension being granted to the said tenderer or for any forbearance act or omission on the part of Railway the government or any Indulgence by the Government or by any such matters or thing what so ever which under the law relating to sureties would, but for this provision have effect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the bank or the tenderer/Supplier(s).

Notwithstanding anything contained herein our guarantee liability is restricted upto ₹ _____ /-(Rupees _____ only)

Unless a demand or claim under this guarantee is made on in writing on or before _____. We shall be discharged from all our liability under this guarantee hereafter.

We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Railways in writing.

Dated the _____

Day of _____

For _____

Bank

Bank's Common Seal
with their individual seals.

Signature of the authorized Signature of the Bank

B.G. No. _____ date _____.

Witness : 1 (With name & Address)

Witness : 2 (With name & Address)

ANNEXURE-H

Contractor Compliance Self Certification
(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement)

(Not to be filled at the time of submission of the tender)

I/We _____ have complied all applicable Acts, Laws, rules & regulations of govt. of India and govt. of Tamil Nadu w.r.t. contract labour engagement for the _____ month _____ year in carrying out outsourcing contract work for "Fabrication, Installation, and Commissioning of Crane Ladders at EMU Workshop Tambaram "

Representative and name
Tenderer firm seal
Date:
Place:

Signature of the Tenderer

Signature of the Tenderer

ANNEXURE-I

SOUTHERNRAILWAY SITEORDER BOOK

Name of Work:

LOA.No./Date

Name of the contractor

starting date:

Date	Site Order by Inspecting Officials	Signature of the official	Noting Signature		Compliance Details	Remarks	Compliance Signature	
			Contractor	SSE			Contractor	SSE

Note:1 Site orders should be recorded specifically and chronologically

2 Wherever required, site orders may be supported by sketches

Special Note: Any objection of the contractor to the site orders should be brought to the notice to the Executive engineers or higher officials immediately by the Contractor separately.

SOUTHERNRAILWAY HINDRANCE REGISTER

Name of Work:

LOA.No./Date

Name of the contractor

Starting date:

Sl. No.	Nature of hindrance	Date of Occurrence	Date of removal	Period of hindrance	Over lapping period	Total period of hindrance	Extension recommended	Extension approved	Clause under GCC	Signature	
										Contractor	SSE

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**SOUTHERNRAILWAY
MATERIAL TRANSACTIONREGISTER**

Name of Work:
Name of the contractor

LOA.No./Date
Starting date:

SN	Date	Item description	Opening balance	Details of Receipt			Total Qty	Details of Consumption			Balance Qty	Remarks	signature	
				Voucher No.	Qty	Unit		date	Consumed Qty	unit			Contractor	SSE

**SOUTHERNRAILWAY
DAILY PROGRESS & LABOUR REGISTER**

Name of Work:
Name of the contractor Starting date:

LOA.No./Date

SN	DATE	Status of work (in the beginning) schedule	Progress (on date)	Contractor labour (available at site)	Signature	
					Contractor	SSE

V. PART-E - TENDER PRICE SCHEDULE

SN	Description of work	Qty	Unit	Rate/Unit	Total value
				Inclusive of applicable GST (i.e. 18%) (in ₹)	
1	Fabrication, installation and Commissioning of crane Ladder at HL BAY EMU workshop Tambaram as per the drawing ERS/BG/ACU-182-1	1	No.	₹2,51,664.50	₹2,51,664.50
2	Fabrication, installation and Commissioning of crane Ladder at Electrical BAY EMU workshop Tambaram as per the drawing ERS/BG/ACU-182-2	2	Nos.	₹2,38,773.00	₹4,77,546.00
3	Fabrication, installation and Commissioning of crane Ladder at TC BAY EMU workshop Tambaram as per the drawing ERS/BG/ACU-182-3	2	Nos.	₹2,21,985.00	₹4,43,916.00
4	Fabrication, installation and Commissioning of crane Ladder at M1 BAY EMU workshop Tambaram as per the drawing ERS/BG/ACU-182-4	1	No.	₹2,02,340.00	₹2,02,340.50
5	Fabrication, installation and Commissioning of crane Ladder at Inspection shed with fixed arrangement Tambaram as per the drawing ERS/BG/ACU-186	4	Nos	₹1,78,799.50	₹7,15,198.00
Grand Total					₹ 2090665.00

(Rupees twenty lakhs ninety thousand six hundred and sixty five only) with GST @ 18%

NOTE:

- 1) The rates quoted should be inclusive of all as per scope.
- 2) The rates quoted should be inclusive of GST and all types of duties, taxes and levies applicable to this contract.
- 3) The tenderer should go through the 'SCOPE OF WORK & CONDITIONS' of the tender booklet for proper assessment of the work involved before giving his/her offer.
- 4) The contractor/ tenderers are also advised to read the Paragraphs thoroughly the Clause 6 in Part – A Care in submission of tenders of this tender document before quoting their rates.

All other terms and conditions will be admissible as per GCC without any change.

VI - PART-F - CHECK LIST

SN	Description	Reference Page No. of this Tender Document	Say	
			Yes	No
Mandatory Documents				
1.	Have you submitted Annexure-V (Revised Format)	20-21		
2.	Have you submitted Annexure-V(A)?	21		
Attachment of Annexure				
3.	Have you submitted Annexure-I of Tender Form (First and Second sheet)?	11-19		
4.	Have you submitted Annexure-A – Constitution of the firm?	46		
5.	Have you submitted Annexure–B – List of Works Completed by the Tenderer?	46		
6.	Have you submitted Annexure–C – Statement of Works on Hand?	47		
7.	Have you submitted Annexure–D - List of Engineers/Personnel Already Available/Proposed to be Employed for Deployment of this work?	47		
8.	Have you submitted Annexure–E – List of Plant and Machinery available on hand (own) and proposed to be inducted (Own or Hired to be given separately)?	47		
9.	Have you submitted Annexure–F – National Electronic Fund Transfer?	48		
Others				
10.	Have you submitted GST Registration Certificate?	34		
11.	Have you submitted PAN?	11		
12.	Have you gone through the entire Tender Document?	1-54		

All other terms and conditions will be admissible as per GCC without any change