

SOUTHERN RAILWAY

CHENNAI

TENDER DOCUMENT

**SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH
ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)
SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2)**

E- Tender Notice No: M-SG-2026-515-MS_VM-2 dated 19.06.2026

Estimated Cost of the Work	Rs. 14550242.18/-
Cost of Tender Document	NIL
Cost of Bid Security	Rs. 291000.00/-
Validity of Offer	60 Days from date of tender opening
Completion Period	12 Months
Last Date & Time for submission of Tender	15:00 hrs. of 03/07/2026
Date and Time for Opening of Tender	After 15:00 hrs. of 03/07/2026

**Office of Senior Divisional Signal & Telecom Engineer/Chennai,
Chennai division, Southern Railway**

Signature of Tenderer & Seal

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CHAPTER-1

TENDER NOTICE

SOUTHERN RAILWAY**TENDER NOTICE****E- Tender Notice No: M-SG-2026-515-MS_VM-2 dated 19.06.2026**

1.0 Senior Divisional Signal & Telecommunication Engineer/MAS, Southern Railway, Chennai Division, Chennai 600003 for and on behalf of 'President of India' invites OPEN E-Tender from the competent, experienced & established contractors having sufficient experience in similar work and satisfying minimum eligibility criteria on the prescribed form for the under noted work:

1	Name of the Work	SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2)
2	The estimated cost of the work	Rs. 14550242.18/-
3	Earnest money	Rs. 291000.00/-
4	Completion period	12 Months.
5	Last date and Time of online submission (closing) of tender document	03/07/2026 15:00
6	Validity of offer	60 days from the date of opening of tender
7	The website address, time, and Date from which tender documents will be available	On Indian Railway Website, i.e., <u>www.ireps.gov.in</u>
8	Date and time of opening of Tender	After 03/07/2026 15:00 hrs
9	Website Particulars for bid submission	<p>a) Bids are to be submitted online only.</p> <p>b) Tenderers must register on the Indian Railway E-Procurement System (IREPS) site, i.e., www.ireps.gov.in, to participate in the E-tender system. If required, necessary changes, Corrigendum /Addendum would be posted on this site only.</p> <p>c) Bidders will be able to submit their original/revised bids up to closing date & time only.</p> <p>d) Manual bids/offers are not allowed against this tender. Therefore, any manual offer received shall be ignored.</p>

10	Cost of the Tender Document	NIL
11	Participation of Joint Venture	Not Allowed for this tender as per Railway Board Guidelines
12	Sub-Section Clause	Sub-section clause is Not applicable

Further particulars can be obtained from the Indian Railways Website www.ireps.gov.in. Tenderers who wish to participate in tenders invited on www.ireps.gov.in have to register on the website mandatorily. Please refer to the website for more details. Tenderers can submit their BID SECURITY online. Online earnest money payment can be made through Net Banking, Debit/Credit, or payment gateway only. Fixed Deposit Receipt (FDR) will not be accepted as BID SECURITY for tenders invited on IREPS (E-Tender portal).

Sr. Divisional Signal and
Telecommunication Engineer/
Chennai.

For Divisional Railway manager,
Chennai Division Southern Railway,
Park Town, Chennai-600003

****** END OF CHAPTER –1 ******

CHAPTER - 2
SPECIAL CONDITIONS OF CONTRACT

CHAPTER - 2

2.1 GENERAL INSTRUCTIONS:

- i) This Chapter shall be read in conjunction with Indian Railways Standard General Conditions of Contract (GCC) along with advanced correction slips and S&T SOR 2011, which shall be subject to modifications, additions, or supersession by these Special Conditions of Contract (SCC) and/or specifications/conditions, if any, which is part of this Tender Document.
- ii) The regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to therein, and wherever there is a conflict between the Special condition of this contract with GCC and SCC of S&T SOR 2011, then SCC of this contract prevails.
- iii) It may be noted that the "General Conditions of Contract (Works) – April 2022" together with its correction slips are attached to the tender form.
- iv) Any deviations from these Special Conditions of Contract, Technical Requirement & Specifications, Schedule of Material & Supplies and/or any condition of tender document, if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as having been explicitly accepted by the Railway and incorporated in the contract. Details shall be given in **Form No—3** (in Forms and Annexures part of chapter 3).
- v) All offers are required to be submitted online on www.ireps.gov.in before the last date and time indicated in the Tender Notice.
- vi) Manual offers are not allowed for this tender. If any manual tenders are received, the same shall be ignored.
- vii) Provisions of Make in India Policy 2017 issued by Govt of India as amended from time to time shall be followed for consideration of tenders.

If the tender requires any additional information regarding the tender may be obtained from the Office of **Sr. Divisional Signal and Telecommunication Engineer/ Chennai.**

2.2 RULES & GENERAL INFORMATION TO TENDERER:

- (i) Non- transferable tender documents may be downloaded by a registered bidder from www.ireps.gov.in. Bids are to be submitted online before the expiry of time and date of tender opening. Payment regarding the cost of Bid Security (Earnest Money Deposit) shall be through e payment gateway or shall submit as Bank Guarantee bond only in IREPS website. The notice header can be seen at www.ireps.gov.in. **FDRs are not acceptable against Bid Security (Earnest Money Deposit) for this tender.**

- (ii) Tenderer (s) are advised to refer to the "User Manual for Contractors" available in the 'Learning Centre' tab in the left navigation block on the home page of the E-Tendering portal www.ireps.gov.in for detailed instructions on submitting Bid Security/Bids online.
- (iii) Permitting downloading of the tender document by Railway is a facility for the convenience of Tenderer(s). In case, tender document is not uploaded on the website or download failure or incomplete document downloaded, Railway shall not be responsible in any way. Railway shall not be liable for any direct/indirect loss of business/Profit resulting from the inability to use this facility.
- (iv) The tender document is not transferable, and the cost of the tender form is Zero; hence tenderers have the facility to download to enable more participation.
- (v) The tenderer shall maintain the integrity of the downloaded tender document and shall not make any change/alteration/ deletion/tampering in the downloaded documents. Suppose the tenderer(s) deliberately give(s) wrong information in his/their tender, create(s) circumstances for the acceptance of his/their tender. In that case, Railway reserves the right to reject such tender at any stage. The tenderer's offer shall be rejected, and full Bid Security shall be forfeited if it is detected after submitting an offer that they have made any modification in downloaded documents. If such modification is noticed after award of contract, Railway is liable to terminate the agreement on Contractor's default. In addition, Railway reserves the right to act against the firm as deemed fit, which may include banning business dealings with the firm, and the firm is also liable to be prosecuted as per the law. In case of any dispute over the discrepancy noted in the tender document submitted by Tenderer, the master document kept with Railway shall prevail. The decision of Railway thereon shall be final and binding on the tenderer/contractor. The Tenderers shall give the declaration in Form - 9 while submitting the tender. [Refer Forms & Annexures of Chapter-3 of Tender Document]
- (vi) The tenderer(s) shall keep him updated about any modification in E-tender notice and E-tender document issued by Railway through newspapers, website, or any other means and shall act accordingly. Tenderers are advised to download the tender documents well in advance and submit the tender before the stipulated date and time. The tenderer's responsibility is to check any corrections or modifications published subsequently in the IREPS Web site. The same shall be considered while submitting the tender. The Tenderers shall download the corrigendum (if any) and upload it with the main tender document with their digital

signature. Tender documents not accompanied by published corrigendum(s) are liable to be rejected.

(vii) The tender shall be signed by individuals or individuals legally authorized to enter into commitments on behalf of the tenderer. Any individual(s) signing the tender documents or other documents connected in addition to that should specify whether he is signing:

- a. As a sole proprietor of the firm or attorney of the sole proprietor.
- b. As a partner or partner of the firm.
- c. As a Director, Manager, or Secretary or official with Power of Attorney as per memorandum/article of association in a Limited Company.
- d. Individual(s) signing the tender documents must state that they are authorized to sign the same and submit documentary proof.
- e. Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. He shall also give telephone and fax numbers for communication. Essential documents shall be sent by registered post.
- f. Incomplete and conditional tenders will generally not be considered and will be rejected. However, the Railway reserves the right to reject any special conditions stipulated by the tenderer as deemed unacceptable to the Railway. For example, suppose any deviations from the General Conditions of Contract /Special Conditions of Contract/ Technical Specifications & Requirements/Schedule of works & Supplies are proposed by the tenderer. In that case, they should be mentioned on the statement of deviation in **Form No.3** (in Forms & Annexures part of Chapter - 3) and not elsewhere in the tender document. If the tender has no exceptions, the **Statement of Deviations** shall submit a "NIL" statement. If the tenderer does not include this with the tender, it shall be conclusive evidence that all contract conditions are entirely acceptable to the Tenderer.
- g. All the relevant documents shall be uploaded along with the tender form as per the terms and conditions of the tender.
- h. All supporting documents to the offers shall be typed, written/printed neatly in indelible ink in English, and scanned with sufficient resolution for uploading on the E-tendering portal. A clear hard copy can be taken for the same. Each page of the offer can be duly signed by the tenderer & should bear the seal of the firm. Photocopies of all the certificates etc., submitted by the tenderer should be self-attested as true copies unless required to be attested by the Notary public by other conditions of the tender. No scribbling is permissible in the tender documents.

Tenders containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer(s) in his/their entries must be attested by him/them.

i. Errors, Omission & Discrepancies (in the tender document):

- a. The contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the tender inviting authority without delay. In case of any contradiction, only the printed rules and books should be followed, and no claim for the misinterpretation shall be entertained.
- b. Suppose a tenderer finds discrepancies in, or omissions from the drawing or any of the tender documents or has any doubt about their meaning. In that case, he should at once notify Sr. Divisional Signal and Telecommunication Engineer/ Chennai., who may send a written clarification to all Tenderers or upload the Amendment & Corrigendum in www.ireps.gov.in as required.
- c. After the opening of the tender, any document/credential about the firm's Technical & Financial eligibility and constitution will neither be asked nor be entertained/considered under any circumstance & nor claim or representation whatever in this regard, from the tenderer, shall be entertained.
- d. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

The comparative tabulation of bids received against the open E-tender will be available online to participate firms immediately after opening the Bid by Railway. However, the tenderer or his authorised representative

may attend the office of Sr. Divisional Signal and Telecommunication Engineer/ Chennai.

- e. The date of inviting tender shall be the date of publishing a tender notice on the IREPS website.

2.3 NAME OF THE WORK:

**SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH
ENGINEERING WORKS IN CHENNAI BEACH(MSB)-
VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2)**

2.4 BRIEF SCOPE OF WORK:

The work involves

The Work has to be executed for signalling portion of engineering works Egmore(MS)-Villupuram(VM)

- Provision of 7.2 mm Holes in old/new rails to provide continuity bonding /polarity bonding etc
- Releasing and re fixing of TLD boxes in DC track circuits
- Re fixing of released point m/c (All types) and its ground connections (Existing point machine) including wiring and termination in Point m/c and interconnections between point m/c and CT box through PVC hose pipe and painting. The work shall be carried out as per the instruction of Engineer at site.
- Releasing and re fixing of cable termination box for point machine (Existing Pt CT box).This work involves breaking of concrete and releasing the existing cable termination box and keep it a side Casting of foundation and erection of the released CT box and carrying out the inter connection between point machine and CT box.
- All type Point machine ground connections to be released carefully without damaging, kept aside and re-fix the same after completion of engineering work. The work shall be carried out as per the instruction of Engineer at site.
- Supply of Channel Pins MS (Galvanized) single groove, 7 mm suitable for 4mm dia bonding wire as per spec No IRS S 17 & RDSO Drg No. S-69/M.
- Supply of GI wire 8 SWG (4mm dia) suitable for track circuit rail bonding.
- Concreting on Railway cables/S&T gears with 1:3:6 good quality of cement, sand, stone chips to be used for concreting purpose of size 12mm approx masonry work at location boxes/ huts/ trenches etc. All materials required for execution of the work will be supplied by firm as per site engineer. This includes water curing of concreted

portion for minimum 3 days. Associated work of digging etc. to be done by contractor.

- Protection of Track lead cables of DCTC/AFTC by using sleeper clamp and HDPE pipe: The existing track lead cables to be disconnected at one end and drawn through HDPE pipe of suitable dia and length. HDPE pipe to be drawn through eye of the sleeper clamp which is firmly fixed to the sleeper by using bolts & nuts. Ballast to be cleared underneath the sleeper for fixing of sleeper clamp (Up to 2 clamps per sleeper shall be fixed) Track lead cables are required to be reconnected.
- Provision of Tie-bar Fencing arrangement for the protection of location boxes (Tie-bar set Size 1.5x2.5m) -The work involves excavation of pit to a depth of 800mm from surface & minimum diameter of 200mm, erection of iron channel inside the pit and concreting the pit to minimum height of 400 mm from the bottom.
- supply of ss fit & forget bond wire 2.0 mtrs
- supply of ss fit& forget bond wire 3.0 mtrs
- fabrication supply and installation of MS clamp with GI coated -a) angle 75*75*6*980 mm length b) angle 50*50*6*350 mm-2 nos c)25*25*6 mm angle welded both sides on 350 mm length angle d) 25*6 mm on top fix clamp for GI e) bottom of angle 50*6 mm flat-02 nos for fixing of bridge and main clamp of galvanization of all material and transportation to work spot.
- supply and provision of Earth pit champers as per the sketch SG/CN/02/13 attached.
- Tracing of cable in the existing cables(up to 10 cables) from the existing trench 1 mtr depth and to a depth of 3.0 mtr and inserted in to the same trench /new trench ,refilling of trench that is excavated for tracing cable (the released cable shall be hand over to concerned SSE/S or tele store)
- Horizontal Drilling at a approximately depth of 1.65/1.2m below the formation level of the earth including insertion of HDPE pipe /DWC pipe along with couplers , drawl of cables (or) direct drawl of cables etc.
- Installation of Electric point Machine 220 mm throw with clamp type lock for thick web switch (New Point Machine)- Installation of TWS point machine, CT box connecting all ground connections ,including wiring and termination in point machine and interconnections between point machine and CT box through PVC hose pipe with 310.75 mm and 7/1.4 mm copper wire and painting .This works includes provision of insulation material, provision of necessary holes wherever required, cutting of notches on the point machine cover to suit crank handle configuration and locking arrangement using padlock as instructed by railway representative at site.

CONTRACTOR'S SCOPE OF WORK:

- i) The contractor has to make all supplies as per the schedule of works except the items mentioned under the heading "Works to be done by Railways" in the tender document under Para 2.4.2
- ii) The contractor shall be responsible for employing qualified personnel for supervision and execution of work as per GCC Clause No 26.

Contract value	Deployment of Qualified Engineers	Remarks
200 Lakhs & above	One qualified Graduate Engineer to be employed	In case a contractor fails to employ a qualified engineer he shall be liable to pay an amount of Rs. 40,000/- for each month or part thereof for the default period.
More than 25 lakhs, but less than 200 lakhs	One qualified Diploma Holder Engineer to be employed	In case a contractor fails to employ a qualified engineer, he shall be liable to pay an amount of Rs.25,000/- for each month or part thereof for the default period.

- iii) The contractor has to make all supplies as per schedule of works except the items mentioned under heading "Works to be done by Railways" in the tender document
- iv) The contractor shall be responsible for employing qualified personnel for supervision and execution of work as per GCC Clause No 26.
- v) The contractor shall be responsible for supply of equipment/materials as per Technical specification & Requirement in line with Tender schedules.
- vi) The contractor shall be responsible for proper execution of work in line with Tender schedules.
- vii) The contractor shall be responsible for arranging man and materials required for proper execution of work.
- viii) Trenching, laying of cables with proper protection and related works as per the Schedules and associated termination and wiring works.

2.4.1 WORK TO BE DONE BY THE RAILWAYS:

The following works shall be done by Railways: -

- (i) Supervision of testing and commissioning of installation/equipment. This activity shall be done once the tenderer has completed the testing of complete installation and offers it is up to Railways for their testing, verification and validation.
- (ii) Supervising the entire project execution being carried out by the contractor.
- (iii) Making personnel available for the operation of equipment after commissioning.

2.5 QUALIFYING & ELIGIBILITY CRITERIA:

2.5.1 SIMILAR NATURE OF WORK:

For satisfying eligibility criteria for **the subject tender**, similar nature of work means

"Any signalling work."

Note: - Material to be procured from the RDSO approved/Developmental vendors list as per RDSO specification if it is already available.

2.5.2 TECHNICAL ELIGIBILITY: -

Tenderer must have successfully completed any of the following during last 07 (SEVEN) years, ending the last day of month previous to the one in which tender is invited.

One Similar work, each costing not less than the amount equal to 60% of the advertised value of the tender.

(OR)

Two Similar works, each costing not less than the amount equal to 40% of the advertised value of the tender.

(OR)

Three Similar works, each costing not less than the amount equal to 30% of the advertised value of the tender.

Work experience certificate from a Private individual shall not be considered. However, in addition to work experience certificates issued by any Govt Organisation, the work experience certificate issued by Public Listed Company has an average annual turnover of

Rs. 500 Crores and above in last 3 Financial Years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least five years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public Listed company to issue such certificates.

In case tenderer submits work experience certificate issued by Public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by the company in support of above work experience certificate.

The tenderer shall submit a certificate to this effect in the format given in **Form No.1** (in Forms & Annexure part of Chapter - 3) of the tender document. Certificates to be duly certified by minimum JAG Officer.

Note:

- 1) In case the work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- 2) Suppose a work is physically completed and the concerned organization issues a completion certificate to this extent, but the final bill is pending. In that case, such work shall be considered for fulfilment of credentials.
- 3) Suppose a part or a component of work is completed but the overall scope of contract is not completed. In that case, this work shall not be considered to fulfil technical credentials even if the cost of part completed work/component is more than required to fulfill credentials.
- 4) If a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work, including PVC amount, if

any, shall be considered. However, no separate evaluation for each component of that work shall be made to decide eligibility.

a. If a bidder has successfully completed work as a subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in a note for item 10.1 part I of GCC, the same shall be considered to fulfill credentials. (As per RB Ir.no.2020/CE-I/CT/3E/GCC/Policy dt:30.12.2021)

- 5) The value of the final bill including PVC amount-if paid, or otherwise, in case the final bill is pending the contract cost in the last approved variation statement plus PVC amount paid or the cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- 6) In the case of a newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s) shall be considered only to the extent of their share in previous entity on the date of dissolution/split and their share in a newly formed partnership firm. For example, partner A had a 30% share in the previous entity, and his share in the present partnership firm is 20%. Therefore, in the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents, which include a copy of previous partnership deed(s), dissolution deed(s), and proof of surrender of PAN No. (s) in case of dissolution of a partnership firm(s), etc.
- 7) In the case of an existing partnership firm, if any one or more partners quit the partnership firm, the credentials of the remaining partnership firm shall be re-worked out, i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g., in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case of partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the

relevant documents, which include a copy of previous partnership deed(s), dissolution deed(s), and proof of surrender of PAN No. (s) in case of dissolution of a partnership firm(s), etc.

- 8) In the case of an existing partnership firm, if any other partner(s) joins the firm, the credentials of the partnership firm shall get enhanced to the extent of credentials of the newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 9) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.
- 10) If a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 11) Suppose the percentage share among partners of a partnership firm is changed, but the partners remain the same. In that case, the firm's credentials before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, if a partner of a partnership firm retires without taking away any credentials from the firm, the credentials of the partnership firm shall remain the same as it is without any change in their value.
- 12) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX," credentials of A in propriety firm "P" or in another partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
If a tenderer is LLP, the credentials of the tenderer shall be worked out on the above lines similar to a partnership firm.

13) If company A is merged with company B, then company B would also get company A's credentials.

2.5.3 FINANCIAL ELIGIBILITY: -

The tenderer must have minimum average annual contractual turnover of **V/N or 'V' whichever is less**, where: -

V = Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case the balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per **Annexure-VIB**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

2.5.4 SUB-SECTION CLAUSE: - (Not Applicable for this tender)

A. In view of the sub-sectioning, if eligible Tenderer/firm becomes L-1 only in one tender, the tender will be awarded to the lowest eligible Tenderer/firm.

OR

If the Tenderer/firm becomes L-1 in more than one tender for above mentioned Tender Notice, then evaluation of Tenderer/firm for his/its eligibility for award of all such tenders shall be done, duly considering the work experience (i.e., 30% percent for three similar works (or) 40% for two similar works (or) 60% for one similar work) of combined value of such tenders and Financial capability of 150% percent of combined value of such tenders, in which the Tenderer/firm is L-1.

B. In case the Tenderer is lowest in more than one tender under consideration, however, falls short of above sub-sectioning eligibility criteria, then the Tenderer will be considered for awarding any of the work(s) at the sole discretion of the Railways. The decision of the Railway will be final and binding on the Tenderer.

2.5.5 BID CAPACITY: - (Not Applicable for this tender)

The tenderers who meet the minimum eligibility criteria will be qualified only if their available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where

A = Maximum value of construction works executed and payment received in any one financial year during the current and last three financial years immediately preceding the current financial year, up to date of opening of 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 prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tender but yet not started upto the date of inviting of tender.

Note:

- 1) Tenderer to note that the list of documents to be submitted by tenderer was enclosed as Form-8 (in Forms and Annexures Part of Chapter-4) for assessing Bid capacity.
- 2) In case, the tenderer failed to submit the above document/statement as per Form-8 along with the offer, their/his offer shall be considered as incomplete and will be rejected summarily.
- 3) The available bid capacity of the 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.

- 4) The supporting documents to assess the Bid capacity has to be enclosed in Technical Bid document only i.e., Packet-I.

SUBMISSION OF UNDERTAKING AFTER AWARD OF LOA: -

The tenderer shall necessarily satisfy the Eligibility conditions listed below:

- i) After award of the contract and before supply of EI materials, Undertaking shall be submitted from RDSO approved EI OEM covering supply of equipment for EI, Installation, Testing and commissioning of EI by the same RDSO approved source including after-sales support required during the warranty period, and beyond the warranty period, before supply of equipment is undertaken. Further, the tenderer shall ensure that Undertaking shall include following:
- a) Offer technical support for supply, installation, and commissioning of the equipment.
 - b) Submission of Interface and Application Logics for approval.
 - c) Undertake certification of Factory Acceptance Test.
 - d) Undertake verification and certification of the pre-commissioning checklist as per RDSO guidelines.
 - e) Submission and Signature of the Application for Technical System approval by RDSO to ensure that the installation is per the RDSO stipulations.
 - f) Impart training to Railway officials at their factory premises and at site.
 - g) Offer Warranty for equipment as per the condition laid in the tender document and RDSO specification for one year from the date of commissioning.
 - h) Guarantee to supply spares for a minimum of 7 years after the expiry of the warranty period.
 - i) Support Railways for entering into AMC/ARC, if any, at a later date after the expiry of the warranty period.

Note:

The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of EI materials.

2.6 Bid Security:

The tenderer shall deposit BID SECURITY amounting to Rs. 292000.00/- online through net-banking/debit/ credit card or payment gateway only on www.ireps.gov.in for the due fulfillment of:

- 1) For the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the tender conditions.
- 2) 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 BID SECURITY mentioned above shall be forfeited by the Railway.

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 all works	2% of the estimated cost of the work

Note:

- | |
|--|
| <ol style="list-style-type: none">1) If the tenderer withdraws his offer within the validity date of his offer, the full Earnest Money shall be forfeited.2) The practice of allowing standing BID SECURITY is dispensed forthwith for all tenders. |
|--|

- a. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - b. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above.
 - c. Labour Cooperative Societies shall submit only 50% of above Bid Security deposit 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 clause (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.

- (1) The Bid Security shall be deposited either in cash through the-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.
- (2) 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 (Ch.OS/GEN) as indicated in the tender document before the 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 summarily rejection of bid.**
 - (iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - (v) **The details of the BG, physically submitted, should match the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected**

The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2).**" 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.

- (vi) The envelope shall be addressed to the officer and address as mentioned in the tender document.
- (vii) 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.

2.7 STUDY OF LOCAL CONDITIONS:

The intending tenderer is advised to carefully study the Tender Document, Technical specifications, Schedule of supplies, and other instructions. The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours, the layout of the land, trees, and shrubs that he will have to cut, type of strata likely to be met while excavation, stacking space for materials, approach roads, pathways available, etc., and all relevant items connected with execution for the work. No claim shall be entertained for the contractors making his arrangements for approach roads from outside Railway land, and contractors will bear entire expenses such as road taxes, payment for the right of way, etc., to outsiders and for constructions of approach roads, etc.,

It will be imperative for the tenderer to fully acquaint themselves with all the local conditions and other factors that would affect the performance of the contract and the cost of the stores. Therefore, after the offer is accepted by the Indian Railway, no request for the change of rate or time schedule of delivery of stores/execution of work shall be entertained on account of any local condition or factors.

The tenderer may undertake a study/survey of Signalling systems/practices used in Railways and assess the work. If the tenderer desires a field visit before furnishing his offer, he may apply to Sr.DSTE/MAS, Southern Railway, for permission in this regard. The Railway shall grant such permission, but the tenderer's expenses in this regard shall be borne completely.

Any submission of an offer by the tenderer shall be deemed to have been done after a careful study and examination of this tender document and site conditions with a complete understanding of the implication thereof. It will be understood that the tenderer has/have got herself/himself/themselves clarified on all the points and interpretation by proper authorities of the Indian Railway

Administration. These conditions and specifications shall be deemed accepted unless otherwise commented explicitly upon by the Tenderer in his offer. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

2.8 CLARIFICATION REQUIRED BY THE TENDERER:

Specifications, Drawings, Plans, etc., related to the above subject work can be obtained from the office of Sr. Divisional Signal and Telecommunication Engineer/ Chennai.

Suppose a Tenderer finds discrepancies in or omission from the drawing or any of the Tender document or should he be in doubt as to their meaning. In that case, he should at once notify the Railway, i.e., authority inviting tenders by post or email to srdsteco-ord@mas.railnet.gov.in, who may send a written clarification to all Tenderer(s). Before participating in the tender, any clarification regarding discrepancies should be submitted in writing to Sr. Divisional Signal and Telecommunication Engineer/ Chennai.

2.9 SUBMISSION OF TENDER INCLUDING DOCUMENTS REQUIRED:

The online Tender shall be accompanied by relevant documents of technical conditions and requirements mentioned in the tender document. Furthermore, all uploaded documents shall be digitally signed by the tenderer. Hence, the tenderer(s) must ensure that these documents are uploaded, duly signed digitally, with their offer.

The Tender shall be submitted with the following documents:

- i) Offer letter complete along with tender document including tender forms (First sheet & Second sheet), complete tender document downloaded from the website including its addendums/corrigendum's if any, duly signed digitally.
- ii) The tenderer shall 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 / HUF etc. In addition, the tenderer(s) shall enclose the attested copies of the constitution of their concern and a copy of the PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as they may be legally competent to sign them on behalf of the firm, company, association, trust, or society, as the

case may be. Refer to Para 14 of Tender Form Second Sheet [in Forms & Annexures of Chapter-3] regarding documents to be submitted by the tenderer.

- iii) Requisite BID SECURITYs shall be submitted online; otherwise, the tenderer shall not be able to participate in the E-tendering process. Bid Security shall only be submitted online through Net-Banking/Debit/Credit cards or payment gateway.
- iv) The documents required for ascertaining Technical & Financial capability as specified in Qualifying Criteria, i.e., Para 2.5 of Chapter-2 of this Tender document, shall be enclosed in the offer. In addition, the tenderer should upload, duly signed digitally, detailed documents to fulfill each condition stipulated above in the criteria.
- v) **Certificate(s) from organizations:** (In English or transcript in English with a copy of original document) describing work, the organization for whom executed the approximate value of the contract at the time of award, date of award, and date of scheduled/actual completion of work. Date of actual start, the actual date of physical completion, and the final value of the contract) regarding meeting Eligibility Criteria Para 2.5.2 for satisfactory and physical completion as per **Form No.1** (in Forms & Annexures part of Chapter -3). The performance certificate (s) from user Railway (with contact details of FAX, phone, and E-Mail of issuing authority) satisfying the above conditions and satisfactory working of the system shall be furnished.

Note:

The experience certificate should have been issued by an officer, not below JA Grade

- vi) The detailed list of year-wise contractual payments received in **Form No. 2** (in Forms & Annexure part of Chapter 3) regarding meeting eligibility criteria Para 2.5.3. The attested certificate from employer/client shall include description of work, an organization for whom executed approx. Value of contract at the time of award, date of award and date of scheduled completion of work, the actual date of physical completion, year-wise payments made, and total payment made up to the date of tender opening as per **Form No. 8** (in Forms & Annexures part of Chapter-3) and/or audited balance sheet duly certified by chartered accountant shall be submitted in the support.
- vii) Year-wise details of Audited Balance Sheets certified by registered chartered accountant/company auditor for the last THREE financial years. Client certificates from other than Govt organization should be

duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- viii) A certified copy of Partnership Deed and affidavit for proprietorship firms.
- ix) List of similar types of work completed and works on hand duly indicating the description of work, contract value, date of award of contract, and details of contractual amount received duly certified by employer in Form-8 (in Forms and Annexures Chapter-3).
- x) Certification regarding employment of a retired Engineer of the Gazetted Rank or any other Gazetted officer working before his retirement.
- xi) The tenderer shall also enclose in their offer that they accept all the terms and conditions of Railways. Furthermore, the tenderer shall indicate paragraph by paragraph for each section and each clause and sub-clause of the entire tender document that complies in every respect with the requirements of each clause and sub-clause if not precisely how they differ from the requirements of the tender. In the latter case, the tenderer shall enclose a separate **-Statement of Deviations as per Form No. – 3** (in forms and annexure part of chapter 3) given, indicating only the deviations for any clause or sub-clause of GCC, Special Conditions of Contract, Specification and Schedule of Works and Supplies, etc., which they propose with 'detailed justifications for deviations proposed.' Railway reserves the right to accept or reject these deviations, and the Railway's decision thereon shall be final.
If the tender has no exceptions, the **Statement of Deviations** shall submit a "NIL" statement. If the tenderer does not include this with the tender, it shall be conclusive evidence that all contract conditions are entirely acceptable to the Tenderer.
- xii) List of Personnel, Organization available on hand and proposed to be engaged for the subject work. Similarly, a list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- xiii) The tenderer shall submit a copy of the certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with the bid are accurate and factual. The standard format of the affidavit to be submitted by the bidder is enclosed as **Form No 9** (in forms and annexure part of chapter 3). **Non-submission of certificate by the bidder shall result in summary rejection of his/their bid.** In addition, it shall be mandatorily incumbent upon the tenderer to identify, state, and submit the

- supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- xiv) Each page of the offer must be numbered consecutively, including technical brochures, manuals, etc., should be signed by the tenderer & should bear the seal of the firm. A reference to the total No. of pages comprising the offer must be made at the top right-hand corner of the first page.
 - xv) Provisions of Make in India Policy 2017 issued by Govt of India as amended from time to time shall be followed for consideration of tenders.
 - xvi) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected
 - xvii) Any other information desired to be submitted by the tenderer.

Note:

- 1) No scribbling is permissible in the tender documents. Tenders containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer in his entries must be self-attested.
- 2) Tenderer must furnish duly filled – CHECK LIST given under **Annexure 7** – (in forms and Annexure part of Chapter-3) of the tender document along with all supportive documents.
- 3) The Railway reserves the right to verify all statements, information, and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence, and documents as may be necessary for such verification. However, any such verification or lack of such verification by the Railway shall not relieve the bidder of its obligations or liabilities hereunder, nor will it affect any rights of the Railway thereunder.
- 4) In case any information submitted by the tenderer is found to be false, forged, or incorrect during the process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning business for a period of up to FIVE years.
- 5) In case any information submitted by the 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 the agency shall be banned from doing business for a period of up to FIVE years

2.10 VALIDITY OF OFFERS:

2.10.1 The tenderer shall keep the offer open for a minimum of **60 days** from the date of opening of tender. Within that period, the tenderer cannot withdraw her/his/their offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Bid Security.

2.10.2 It is understood that the tender document has been sold/issued to the Tenderer, and the Tenderer is/are permitted to tender in consideration of the stipulation on her/his/their part that after submitting her/his/their subject to the period being extended further he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the Tenderer fail to observe or comply with the forgoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited by the Railways.

2.11 COMPLETION PERIOD:

- a) The time schedule for the entire work is of utmost importance. The entire work must be fully executed within **12 Months** from the date of issue of Letter of Acceptance (LOA). The contractor shall depute an adequate number of competent Engineers/qualified staff to survey, install, test, and commission the equipment/system at the site.
- b) Expected time schedule for supply, installation, and commissioning of the System shall be as follows:
- c) Please note that the Railway will provide all the arrangements as furnished vide 2.4.2 as per the contractor's requirement. Further Railways will ensure no undue delay in arranging Plans, approvals, sanctions, etc.

2.12 OPENING OF TENDERS

The tender will be opened online as per the stipulated date and time mentioned in the Tender Notice and Website in the office of Sr. Divisional Signal and Telecommunication Engineer/ Chennai Division Southern Railway, Park Town, Chennai-600003, in the presence of Tenderer/ representatives (whoever chooses to attend). In the event of the specified date of bid opening being declared holiday for the Railway, the Bids shall be opened at the same time and location on the next working day. The tenderer/representatives, who are present

during the opening of Bids, should sign a register as a token of their attendance.

2.13 RIGHT OF RAILWAYS TO DEAL WITH TENDERS:

The authority for the acceptance of the tender will rest with the Railway administration for and on behalf of the President of India, who shall not be bound to accept the lowest or any tender or assign any reason for declining to consider non-acceptance or rejection of a tender. However, Railway administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender document, reduce the scope of the work, or accept any tender for less than the tendered quantities without assigning any reason whatsoever.

Railway administration also reserves the right to cancel any or all tenders at any stage. Furthermore, the Railway reserves the right to accept or reject the deviations proposed by the tenderer, and Railway's decision thereon shall be final. The deviation quoted by the tenderer will become part of the Contract Agreement only to the extent to which they are mentioned explicitly as accepted in the Letter of Acceptance.

2.14 ACCEPTANCE OF TENDER:

A letter of acceptance (LOA) of the offer will be issued by the Railway Administration to the successful Tenderer that his offer has been accepted, on receipt of which he shall submit a Performance Bank Guarantee (PBG) bond of 3% of the cost of work and shall execute a formal Contract Agreement with the President of India acting through Sr. Divisional Signal and Telecommunication Engineer/ Chennai Division Southern Railway, Park Town, Chennai-600003 or his authorized representative for carrying out the work according to the tender's terms and conditions, including "General Conditions of Contract" of Indian Railway and Special Conditions/Specifications of this tender. Upon issuing of LOA, the contract for the work shall be deemed to have been awarded to the tenderer, and accordingly, the completion period will be reckoned from the date of issue of LOA irrespective of the date of signing of contract agreement subsequently.

2.15 SIGNING OF AGREEMENT:

The tenderer(s) whose offer is accepted will be required to present themselves or their duly authorized representative in the office of Deputy Chief Signal & Telecommunication Engineer/Project/Egmore, Chetpet, Southern Railway, Chennai-31, to execute the contract

document within seven days of receipt of notice that the contract documents are ready.

2.16 COMMENCEMENT OF WORK

Upon receipt of LOA, the successful tenderer shall commence the work by submitting a detailed time schedule in terms of Chapter 2 – Special Conditions of Contract, for completion of work within the stipulated completion period.

2.17 CONSIGNEE:

Consignee for the material supplied by the contractor shall be as follow:-

- i) Signalling items and all accessories shall be supplied to the Authorised representative of Sr.DSTE/MAS at the store of the nominated consignee, i.e., SSE/Sig/SRM/PER and SSE/Tele/SRM/PER.
- ii) After supplying the material by the contractor, the same shall be issued to the contractor against indemnity Bond. The contractor shall provide proper storage space, ensuring protection from theft, fire, and flooding. The contractor shall obtain authorization from Railway before transporting the material to the worksite. The contractor shall submit monthly statements of material delivery/issues to the site, indicating dates and quantity of equipment received and issued every month, along with an overall summary.

Any change/addition required in consignee shall be done after mutual consultation between contractor and Railway.

2.18 CONTRACTOR 'S OFFICE & STORES DEPOT:

The contractor shall, within a month of issue of letter of acceptance (LOA) of tender, establish an office and storage depot at a convenient place for receiving & storing equipment and materials and progressing fieldwork expeditiously in consultation and with the approval of the Engineer-in-charge, where all correspondence should be sent. **The contractor will intimate the office address along with Telephone/Fax, E-mail, and name of Key-personnel responsible for the execution of work.** Any communication sent to the contractor by post at his said address shall be deemed to have

reached the contractor duly and in time. The critical document shall be sent by Registered post.

2.19 ADDRESS CHANGES:

Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/inconvenience suffered by the Contractor on account of his failure to comply with this.

2.20 SECURITY DEPOSIT:

The Bid Security by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. The Contractor may deposit a Security Deposit before the release of the first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank or may be recovered at the rate of 6% of the bill amount till the total Security Deposit is recovered. Also provided 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 8% of the total value of the contract.

Further, in case contracts have a value equal to or more than ₹ 50 crores (Rs. Fifty Crores). In that case, the Security Deposit may be deposited as a Bank Guarantee Bond, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, suppose Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in the total amount. In that case, the Bid Security by the Contractor with his tender will be returned by the Railways.

Note:

- 1) After the work is physically completed as certified by the competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term

Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

- 2) Whenever the contract is rescinded as a whole under clause 62 (1) 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 GCC, the Security Deposit shall not be forfeited.
- 3) No interest shall be payable upon the Earnest Money 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.

2.21 REFUND OF SECURITY DEPOSIT:

Security Deposit mentioned in para 2.20 above shall be returned to the Contractor after the following:

- a) Final Payment of the Contract as per GCC Clause 51. (1) and
- b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor.
- c) Issue of Maintenance Certificate on expiry of the maintenance period as per GCC clause 50. (1).
- d) Before releasing of Security Deposit, the contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labors engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in

2.22 PERFORMANCE GUARANTEE:

The procedure for submission of Performance Guarantee is outlined below:

- i) 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 up to 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 the 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. If the contract is terminated, Railway shall be entitled to forfeit Bid Security and other dues payable against that contract. Furthermore, suppose a tenderer has not submitted Bid Security on the strength of their registration as a Start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under the Ministry of Commerce and Industry. In that case, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- i. The successful tenderer(s) 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) Insurance Surety Bond (as per format attached to this tender document)

Note:

The provision of insurance surety bond shall be for all contracts having DOC within 36 months only.

In case DOC extends beyond 36 months, fresh insurance surety bond or any other form of performance guarantee prescribed in GCC for the balance amount shall be submitted by the agency, otherwise necessary action will be taken as per terms of agreement.

- iv) Government Securities including State Loan Bonds at 3% below the market value.
 - v) Deposit Receipts, Pay Orders, Demand Drafts, and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalized Banks.
 - vi) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
 - vii) Deposit in the Post Office Saving Bank.
 - viii) Deposit in the National Savings Certificates.
 - ix) Twelve years National Defence Certificates.
 - x) Ten years Defence Deposits.
 - xi) National Defence Bonds and
 - xii) Unit Trust of India Certificates at 3% below market value or at face value, whichever is less. Also, FDR in favor of Sr.DFM/MAS (free from any encumbrance) may be accepted.
-
- ii) The Contractor is expected to have worked out a detailed program for execution of the work well before the issue of "Letter of Acceptance" by Railway and submit a Detailed Time and Activity Schedule within

15 days from issue of LOA, for the execution of work aiming at completing the entire work within the stipulated completion time. The Engineer-In-Charge shall thereafter approve this schedule.

- iii) Railway reserves the right to modify the schedule while approving the same as well as at any stage during execution if the situation so warrants. Once approved, in the event of any slippage from the time schedule, especially when resulting in time over-run of the work, the contractor shall submit a revised schedule duly justifying the circumstances without any delay. The Engineer-In-Charge shall approve the revised schedule only when considered justified in his opinion; otherwise, it may attract penal action on the contractor as per the provision of this contract.
- iv) The Contractor shall be held responsible for the execution of the work according to the Programme given for the execution of the work in full compliance with the approved documents, drawings, and various clauses of technical specification and requirement. Failure to comply with any of these will be dealt with as per provisions of GCC.
- v) The contractor will program his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precautions or wastage of contractor's labor, time, etc., due to train working.
- vi) No facility what so ever, e.g., provisions of approach road and provision of the temporary level crossing, etc., shall be provided by the Railway for carting materials. However, approach roads within the Railway limits can be used for carting materials.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0-5% (inclusive)	Nil
Below 5%	5%

2.23 INSPECTION OF MATERIAL:

- i. The Inspecting authority of the equipment/materials to be supplied against this contract shall be RDSO/RITES/Consignee, which is mentioned against each schedule of work/supplies in Chapter-4 of this tender document. Generally, the equipment materials to be supplied against this work with IRS/RDSO design or specification and TEC specification will be inspected by RDSO. However, suppose for any reason, inspections of materials are not undertaken by RDSO. In that case, the inspection may be carried out by RITES, or a Railway representative specifically nominated by the Railway for the work.
- ii. Whenever materials are inspected by Authorized Representatives of the Railways/Consignee, the Tenderer will be required to furnish manufacturers/supplier's Guarantee Certificate and performance guarantee for such items. Standard RDSO Drawing referred to in this schedule & technical specification may be collected on payment from RDSO, Lucknow by contractor, if required.
- iii. The Contractor shall give sufficient time notice to RDSO/RITES/Railway's representative when the material is ready for testing/inspection. All facilities as may be necessary shall be provided for carrying out the tests.

2.24 INSPECTION CHARGES:

Inspection charges, if any levied by RDSO/Inspecting Agency, shall be borne by the contractor. Also, the tests/analysis required from outside agencies, if any, cost of such tests/analysis shall be borne by the contractor.

2.25 MATERIALS AND WORKMANSHIP:

- i) Wherever RDSO specification is prescribed for any material in the tender, the same shall have to be procured from the RDSO approved/recommended firms only.
- ii) Any material to be used for this work shall not be procured from any sources banned for business dealing with Indian Railways under any circumstances.

- iii) If the total value of an item to be supplied as per RDSO/IRS specification is less than Rs. 5 Lakhs (Rs. Five Lakhs only), the same shall be inspected by Consignee subject to supplies being from sources approved by RDSO. However, certain specified items irrespective of value shall invariably be inspected by RDSO as per the extant policy of Indian Railways. [Railway Board Letter No: 2000/RS(G)/379/2 Dated 06.09.2017].
- iv) If the inspection agency requires any modification from RDSO to RITES/Consignee, approval is to be taken from an officer, not below the rank of JAG.
- v) The material should be in properly packed condition, and the consignee reserves the right to reject the material even though it was passed by RDSO/nominated inspecting authority of Railways if it is received in damaged or defective condition.
- vi) All materials shall be procured from the reputed manufacturers or their authorized dealers. Such materials are to be approved by the purchaser's Engineer. The Contractor may be required to furnish the manufacturer's test certificate along with manufacturer's/supplier's guarantee certificate wherever called for by the Engineer. The Railway may also inspect the material again at the Consignee depot.
- vii) Materials shall be procured from RDSO approved vendors as per RDSO specifications if available.
- viii) In case materials are to be inspected by consignee, then materials shall be supplied from the firms approved by not below the rank of JAG.
- ix) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble-free service.

2.26 STORES - RECEIPT & ACCOUNTAL:

- i) Proper requisition and receipt exchange shall be done on a suitable Proforma as mentioned in **Form No. 6 & 7** (in Forms & Annexures part of Chapter - 3) between the Contractor and the Railway's authorized representative.

- ii) The Contractor shall issue a receipt along with the demand slip for the materials required for the work and obtain a receipt when any material is returned to stores. These transactions shall be done with the consignee.
- iii) All stores drawn by the contractor shall be accounted for either as installed as per recorded site measurements or as surplus stores returned to the respective Consignee (stores).
- iv) On submitting every "on account bill" the contractor has to submit a material statement duly signed by CDMS, Concerned SSE-Incharge, and contractor to the bill passing authority.

2.27 LOADING/UNLOADING & TRANSPORTATION OF MATERIAL:

- a) The Contractor shall deliver the material at the Depot of respective Consignees. Material to be supplied by Railways for the execution of the work and the material delivered by the Contractor will be transported from the Consignee depot or any other nominated depot notified by Railway to site by the Contractor at his own cost. This includes loading and unloading materials at the consignee depot and site by the contractor.

Alternatively, suppose the worksite is ready, and work is in progress, physically. In that case, the materials can be brought to the site directly and supplied with prior approval of the Engineer in charge after appropriate accounting by the consignee. Empty cable drums and balance materials after completion of work, if any, should be returned at the nominated Depot i.e., CDMS/Stores/Perambur by the contractor at his own cost. The contractor will have to furnish an Indemnity Bond **Form No.5** (in Forms & Annexures part of Chapter-3) for the Security of the Railway material issued to him.

Indemnity Bond will be released after commissioning of work and when the contractor returns all balance material. The security of the material brought to the site of work will remain with the Contractor till commissioning.

- b) The contractor shall bear the cost of transit insurance required as per rules.

- c) The nominated depot from where Contractor has to collect the materials is from Perambur, Chennai, and Tambaram stores. No payment will be made to the contractor for shifting materials from the nominated depot to the worksite.
- d) The material issued to the contractor, if found defective/unserviceable after transporting at the site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.

2.28 SECURITY OF MATERIAL:

Once the material is handed over to the contractor, the contractor shall be responsible for the security of the material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at the site as deemed necessary for guarding the same from thefts or damage of any sort. In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials, which has been supplied by the Railway and will remain in his custody. The cost of stores lost/damaged shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.

2.29 RETURN OF SURPLUS STORES:

The Contractor shall return the stores at his own cost found to be surplus to Consignee. The contractor shall account for all material that is issued to him. A register shall be maintained at the site, which the Contractor shall sign as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.

2.30 RETURN OF RELEASED STORES:

Released material/equipment shall be returned and systematically deposited to Consignee. Proper care of material shall be taken while releasing & transporting the stores.

2.31 PACKING AND FORWARDING:

- a) Packing shall conform to Para 14 of RDSO Specification No RDSO/SPN/192/2019 Ver 2
- b) The contractor shall pack at his own cost the stores sufficiently and properly for transit by Rail/Road, Air, and/or Sea as provided in the

contract to ensure their being free from loss or damage on arrival at their destination.

- c) All containers (including packing cases, boxes, tins, drums, and wrappings) in which the contractor supplies the stores shall be considered as non-returnable and their cost as deemed to have been included in the contractor price.
- d) Each packing delivered under the contract shall be marked by the contractor at his own expenses. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated and shall clearly indicate the description and quantity of stores, the name and address of the Contractor with a distinctive number of mark sufficient for the purpose of identification). All marking shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility. Materials and Equipment meant for each section shall be separately packed in separate boxes and marked with name of section, consignee and Railway.
- e) The inspecting officer may reject the store if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the term of contract such rejection of the stores by the inspecting officer shall be binding on the contractor and he shall arrange for removal of such rejected store within 7 days.

2.32 FREIGHT AND INSURANCE:

The freight and insurance cost for the material to site of work shall be borne by the contractor.

2.33 CONSIGNEE'S RIGHT OF REJECTION:

- i) Not with standing any approval which the Inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the

contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

- ii) The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the Railway and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.

2.34 CONSEQUENCES OF REJECTION (Rejected stores):

When any stores delivery at the depots is rejected, the contractor shall remove this within 7 days, from the date of rejection. Such rejected stores shall lie at the consignee's risk from the date of rejection. If the Contractor does not remove the stores within this period, the Railway or his nominee shall have the right to dispose of such stores, as though fit, at the contractor's risk and account. The Railway shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period during which the rejected stores are not removed after the period aforementioned.

2.35 EXECUTION OF WORKS:

- 2.35.1 SPECIFICATIONS, DRAWINGS: All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by Railway and OEM, based on detailed design and engineering carried out by the contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout is executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railway. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the Railway's Engineer shall be final and binding on the contractor.

Specifications, drawings, requisites, and requirements referred to in the body of this specification form an essential part thereof. The

sources of the drawings & specifications referred to in this Tender, can be obtained from Engineer-in-charge. However, a list of such sources has been enclosed as **Annexure – 1 & 3**.

Installation shall comply with the requirements to the following Indian Railways manuals/books and respective Zonal Railway practices in vogue-Indian Railways.

- I. Signal Engineering Manual (latest edition).
- II. Indian Railways Telecom Manual (latest edition)
- III. Indian Railways Engineering code
- IV. Indian Railways P - Way Manual
- V. Indian Railways Works Manual
- VI. Indian Railways AC traction Manual
- VII. General & Subsidiary Rules of Indian Railway and Southern Railway

These books are available on the Indian Railways website and in the **Office of Senior Divisional Signal & Telecom Engineer/Chennai, Chennai division, Southern Railway**.

2.35.2 SUPERVISION & LABOUR:

- i) Tenderer shall keep sufficient and competent staff as per G.C.C. Clause No.26 at the work site. The work shall be carried out as per Railway's extant practice.
- ii) Qualified Engineers may be deployed for execution of the work as per GCC conditions. Their payments/salary should not be less than the minimum wage act.

Contract value	Deployment of Qualified Engineers	Remarks
200 Lakhs & above	One qualified Graduate Engineer to be employed	In case contractor fails to employ qualified engineer, he shall be liable to pay an amount of Rs.40,000/- for each month or part thereof for the default

		period.
More than 25 lakhs, but less than 200 lakhs	One qualified Diploma Holder Engineer to be employed	In case contractor fails to employ qualified engineer, he shall be liable to pay an amount of Rs.25,000/- for each month or part thereof for the default period.

- iii) During the execution of the works, the contractor or his representative shall not leave the site where the works are being carried out. At the site of work, the contractor shall always make available one representative who shall be approved by the Railway Administration and who shall be invested with adequate powers by the Contractor so that orders or instruction given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the Contractor himself. Representatives of the Railway will check up the work from time to time. Supervision and Erection of work will be done by the contractors with their own labour, till completion and testing of the work.
- iv) The field Supervisor shall receive instructions from the Engineer-in-charge of the work or his representative at site and comply with the instructions. The Contractor shall be responsible for the compliance of such instructions.
- v) If the supervisor acting on behalf of the Contractor disregards the instructions of the Railway's supervisor/representative and does not execute the work to the satisfaction of this Railway supervisor, the Railway's Engineer, in consultation with superior will have the authority to order stoppage of work and/or ask for the replacement of the supervisor, which it shall be binding on the contractor.
- vi) The contractor shall make his own arrangement for accommodation, for his staff during installation, testing & commissioning and till completion. Water for drinking purpose if available at the station location will be given. However, Railways take no guarantee for this facility.

vii) Compliance of Labour Laws: To be complied as per GCC Clause 54, 55, 55-A, 55-B, 55-C, 55-D, 57 and 59(2).

viii) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- i. Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- ii. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- iii. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of the concerned engineer. The engineer shall update (if required) and approve the details of LOA filled by the contractor within 7 days of receipt of such request.
- iv. After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- v. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- vi.

2.35.3 SAFETY OF WORK, TRAINS & PERSONNEL:

- i) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants, or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the Railway Rules relating to safety of personnel and operation of signals and points. In the A.C. electrified areas the special precautions as laid down in AC Traction Manual shall be followed.
- ii) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The tenderer shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.
- iii) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should whenever necessarily notify the qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard.
- iv) The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway. The Contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under supervision of Railway's representative. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway representative Junior Engineer/Senior Section Engineer (JE/SSE). Whenever trackside work are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided if necessary with the consent of the (SSE/JE) Signal/Telecom, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so near

the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines.

- v) The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers travelling on the line on account of his truck/vehicles having been allowed to ply on the bank.
- vi) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.
- vii) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines. If at any time the Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway's to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The stonebreakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- viii) Necessary personal safety equipment as considered adequate by the Engineer-in -Charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should

be supplied by the contractor for use by the workers when paint is applied in the form of spray.

- ix) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- x) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.
- xi) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour transport or any loss or deterioration of the material or tools
- xii) During testing and commissioning, signal aspects shall be displayed or changed, and slots given to adjoining cabin/ground frame only as authorized by the Railway. During testing and commissioning, point setting shall be changed only as authorized by the Railway. The contractor shall do no work that may interfere with traffic until protections have been provided by the Railway and under the supervision of Railway's representative. While testing and commissioning of the system, the contractor shall not work without authorization from the Railway's Engineer in-charge of the work.
- xiii) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.

2.35.4 WORKING IN AUTOMATIC SIGNALLING SECTION:

The tenderer(s) attention is drawn to fact that while working in part of the Automatic section where traffic density is very heavy and the trains move at a high speed, the contractor should exhibit extreme alertness where space between the work area and the track is very less. For the work to be done near track viz. digging, cable laying, trunking/capping etc. contractor will be fully responsible to safeguard the life of his workmen working in this area and also not to cause any disruption to train traffic or any unsafe condition for the train movement. Necessary required equipment as may will be put into service by the contractor viz. Flags, whistles, petromax lights, means of communication etc.

2.35.5 EMERGENCY WORKS:

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or

maintenance of the works which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor(s) is/are not in a position to do so in time and charge the cost thereof to the contractor, as to be determined by the Railway.

2.35.6 NIGHT WORKS:

Notwithstanding the provision in the General Conditions of Contract, if the Engineer is satisfied that the work is not likely to be completed in time, except by resorting to night work, he may order the contractor(s) to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. The contractor at his own cost shall make all adequate lighting arrangements and shall take precautions to avoid any mishap during night.

2.35.7 MAINS POWER SUPPLY:

Testing of installation/equipment shall be done under supervision of Railway officials or by Railway officials themselves, from the electric supply provided by the Railways. However, for any installation activity, like drilling, soldering etc., contractor, if so desires, to use tools / machines for prolonged duration, electric power supply (230V), if available, can be arranged by the Railways on usual payment, as per extant procedure. **Non-availability of Mains Power will not be a reason for the slow progress of work.** If Electric Supply is not available, the contractor shall make his own arrangement i.e., by providing suitable Generator set or any other means acceptable to Railways.

2.35.8 OBLIGATION TO CARRY OUT ENGINEER 'S INSTRUCTIONS:

The contractor shall also satisfy the Engineer that adequate provision has been made: - To carry out his instructions fully and with promptitude. To ensure that parts required to be inspected before use are not used before inspections; and to prevent rejected parts being used in error. Where parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

2.36 INSPECTION OF WORKS:

- ii) The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship of design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.
- iii) The responsibility of providing facilities for inspection lies with the contractor. He shall be responsible for providing required facilities i.e. tools, equipment for inspection at the place of work, for which no additional payments shall be made. For the purpose of inspection, the contractor shall make a written request for inspection of sites to be done the next day.
- iv) The completed installation at all stages shall be subjected to checks and tests as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a reasonable period from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by a nominated representative of Railways.
- v) The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- vi) During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway.

vii) Before the cables are actually laid, Railway's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling. The measurement of length for all these items, which is found to be suitable, will be recorded by the Engineer's representative who will permit the laying of cables after issuing the certificates that the above works have been done as per required Specifications.

viii) **SITE ORDER BOOK:**

An Inspection Register/Site Order book shall be maintained at the site of work by the contractor, wherein the Engineer in-charge of the work or his executive subordinate shall record instructions regarding the working etc. It is expected that the Contractor or his representative at the site shall note such instructions whenever asked upon to do so and take action accordingly. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.

This register shall have entry on a day-to-day basis regarding the progress of work. Records should also be kept with joint signature of Railways & firms representative for all release material too. This should be produced during the inspection & check of the Railway engineer in charge or his authorised representative along with drawings showing new installation locations.

2.37 PROGRESS REPORTING:

- i) The contractor shall submit to Railways at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro-forma of the report will mutually be agreed after award of the Contract. Such reports shall be for weekly work progress (manpower, equipment and work development) and monthly progress review reports. All actions as directed by Railway's representative to such reports shall be promptly attended to by Contractor.
- ii) The purchaser's engineer shall also conduct monthly meetings with the contractor to assess and review the programme of works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial

action taken. The minutes of these meetings shall be jointly signed by the Railway and contractor.

2.38 CLEARANCE OF SITE:

- 2.39.1 Contractor at his own expenses clean the site, set out all works and provide all necessary labours, pits, string, steel to enable the Railways or any of his representatives to check all setting out and the contractor will correct all errors at his own expenses.
- 2.39.2 At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstruction of all kinds according to the instructions of the Railway's representatives. Besides, he shall take execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways, in the vicinity. If within fortnight of completion of the particular item of site work, the refuse is not cleared, the Railway, will arrange to get them removed at the cost of the contractor. However, before the Railway actually gets the site cleared, intimation in writing shall be given to the Contractor.

2.39 COMPLETION OF WORKS:

As soon as in the opinion of the Engineer, the work has been completed (i.e, which will be considered as date of commissioning of complete system), the Engineer shall issue a completion certificate duly indicating the date of completion in respect of the work and the warranty period of the work shall commence from the date of completion mentioned in such certificate.

The certificate of completion in respect of the works shall not absolve the contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the contractor at his own cost; and in case of default on the part of contractor, the Engineer may employ labour and materials or appoint another contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and

shall be recoverable from any moneys due to him under the contract.

2.40 WARRANTY:

The contractor is responsible for warranty of all the materials supplied and installed by him for a period of ONE year from date of issue of completion certificate, which will be considered as date of commissioning of complete system. The completion certificate will be issued by a JAG officer after obtaining a "No Due" certificate from SSE-Incharge stating that all works are completed in all respects.

During the period of warranty contractor shall be responsible for:

- i) The contractor shall guarantee that all material & equipment to be supplied and installed as per this contract shall be free from defect and fault in design, material, workmanship, and manufacture and shall be of the highest grade and consistent with established and generally accepted standard for materials of the type ordered and in full conformity with the contract specification.
- ii) The contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contractor and under proper use, arising from faulty materials, design, or workmanship on the plant or from faulty erection of the equipment under the supervision of the contractor, but not to do so by the purchaser who shall state in writing in what the portion is faulty.
- iii) Warranty includes Predictive Maintenance and Break-Down Maintenance.
 - a) Predictive Maintenance: As the system installed is Vital and Safety in nature, regular maintenance is required to up-keep the system to improve the maintenance and working. Hence, the OEM representative has to carry out maintenance of the EI system on a Monthly basis or as recommended by RDSO/Southern Railway.
 - b) Break Down Maintenance: In case of failure of EI system, the OEM representative shall reach the spot within 1 hour of receipt of such failure information through Phone/SMS/E-mail/FAX from Railways. If failure is due to the EI system, and failure is not able to be restored after one hour of such information, a penalty of Rs. 2500/- per hour will be deducted from the contractor. Failure due to Outdoor cable cuts will not be considered for penalty.

- iv) The Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him which is of defective manufacture or defective design, or defective material/component become unworkable due to any cause whatsoever. The decision to attend to any damage or defect in work shall be final and binding on the contractor.
- v) If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the **provision of the above clauses shall apply to the replaced/renewed equipment for the period of six months from the date of such replacement or renewal or until date of warranty period whichever may be later.** If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expenses, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.
- vi) If the replacement or renewals are of such a character as may affect the efficiency of the system, **the Railway shall have the right to give the contractor within one month from such replacement or renewal notice in writing that test on completion will be carried out at his cost.** Should such tests show that the plant sustains the guarantee in the contract; the cost of the tests shall be borne by the purchaser. Should the guarantees not be sustained, the cost of the tests shall be borne by the contractor.
- vii) Until the completion of work, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names shall have previously been communicated, in writing, to the Railways at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld.
- viii) All inspections, replacement or renewals carried out by the Contractor during the maintenance period shall be subject to the same condition of the contract.
- ix) All replacement and repairs and design changes that the Railway shall call upon the contractor **to deliver or perform under this warranty period shall be delivered and performed by the contractor within three months**, promptly and satisfactorily.

- x) The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
- xi) During failure analysis/de-bugging, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost

2.42 VARIATION IN CONTRACT QUANTITIES:

In addition to Clause 42 of GCC. The procedure detailed below shall be adopted for dealing with variations in quantities during the execution of works contracts.

Individual Items in the contract shall be operated with quantity variation of plus or minus 25%, and payment would be made as per the agreement rate. In case an increase in the quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then the same shall be executed at the following rates

- i. Quantities operated more than 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.
- ii. Quantities operated more than 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.
- iii. Variation in quantities of individual items beyond 150% will be avoided and permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- iv. 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). For this purpose, a minor value item 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 more than 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 items beyond 200% will be avoided and permitted only in exceptional

unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

- v. No variation limit shall apply in the case of foundation work, and the Contractor shall carry out the work at agreed rates irrespective of any variation.
- vi. As far as SOR items are concerned, the limit of 25% would apply to the value of the SOR schedule as a whole and not on individual SOR items. However, in the case of NS items, the limit of 25% would apply on the individual items irrespective of quoting the rate (single percentage rate or individual item rate).
- vii. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only by negotiating with a contractor, with the prior personal concurrence of Principal FA&CAO/FA&CAO(C) and approval of General Manager
- viii. In cases where the decrease is involved during execution of the contract:
 - i) The contract signing authority can decrease the quantities of items up to 25% of the individual item.
 - ii) For a decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than the rank of S.A. Grade may be taken after obtaining "No Claim Certificate" from the contractor and with finance concurrence.

Note:

1) In case of need for the introduction of any new items (New NS Items) not covered in the schedule of quantities and rates to provide for any additional activity not covered in the original scope of contract shall be done at the rates, terms, and conditions mutually decided between Railway and contractor.

2) In case there is a need for introducing SOR items that are originally not available in the tender and further required to be included as per site conditions. Then the rate for such New SOR items shall be applicable at the same originally accepted percentage by the contractor and Railways.

2.43 PRICE VARIATION CLAUSE:

As per GCC Clause 46A.1, Price variation is applicable in this contract across all schedules.

2.44 RIGHT OF RAILWAYS TO KEEP BACK FROM THE CONTRACT ANY PORTION OF WORK:

The successful tenderer will, however, have no claim or right in the execution of work which in the opinion of the Engineer should be carried out departmentally or otherwise, and the Railway reserves the right to keep back from the contract and carry out the work or any portion of work through any other agency, it may think without assigning any reason, any time after the acceptance of the tender. Therefore, no claim for compensation/loss or whatsoever on this account will be entertained by the Railway.

2.45 APPROVAL AND MEASUREMENT OF WORK:

The contractor shall obtain written approval from the Railway supervisor after completing the various sub-items of each work mentioned in the schedule. The contractor should ensure that correct measurements have been made for such work, which is not possible to measure subsequently and shall remain hidden. e.g., Measurement of cable trench before laying of cables and back filling. The contractor shall sign the measurement book as a token of acceptance of the measurement entered by the supervisor in charge of the work.

MEANING AND INTERPRETATION BY RAILWAY TO BE FINAL

All measurements, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Railways or by the Railway's Engineer shall be final and binding and shall be considered "excepted matter" (matters not arbitrable) in terms of conditions laid down in the General Conditions of Contract.

2.46 EXTENSION OF COMPLETION PERIOD:

Extension to the contract will be granted by Railways as per Clause of GCC 17-A & B.

2.47 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

- i) In the event of any loss to the Railways on account of execution and/or delay in completion of the work or any part thereof by agencies engaged by the contractor, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full

or in part as the case may be, shall be met, at the option of the purchaser from out of all or any of the following sources viz:

- ii) Any amount due and payable to the contractor by the purchaser on any account whatsoever.
- iii) The Contractor's security deposit in the hands of the purchaser as far as available, and any other assets whatsoever of the contractor.

In the event of reimbursement from out of sources (i) and/or (ii) above mentioned, the Railway shall have the right of appropriation Suo-moto.

2.48 CONTRACTOR'S LIABILITIES FOR COST AND DAMAGES

Withholding and lien regarding sums claimed will be applicable as per Clause of GCC 52 & 52-A.

2.49 SYSTEM OF QUOTING RATES:

The Tender consists of two Schedules, i.e., Schedule-A and Schedule- B consisting of S&T SOR & Non-SOR items, respectively.

The prices quoted by the Tenderer shall include the prices of materials, including all incidental charges for transport, packing, loading/unloading, and handling of materials, the cost for arranging dispatch by rail/road direct from manufacturer's premises, and completing all necessary formalities in all respects. In addition, the prices shall include all taxes, duties, insurance, Royalty, land levies applicable to this Works Contract. Therefore, the tenderer should quote their prices, considering the rate of GST as applicable for this contract as per extant Government orders from time to time.

The Unit prices offered against the various items in schedules will include beside labour the following elements of cost: -

- i. Cost of all materials required for preparing the cable routes, laying the cables, and all other incidentals connected and excluding the materials supplied by the Railways.
- ii. Special tools & installation materials for cable laying etc.,
- iii. Cost of transportation of material supplied by the Railway from a place of delivery to the worksite.

- iv. Return of released materials left over cables and other materials from the site of work and handing over to the Engineer at specified locations or stores depot.
 - v. Return of damaged materials due to transportation.
 - vi. Cost of preparation of detailed documentation, completion plans/drawings.
 - vii. All other miscellaneous expenses are necessary for the execution of work and fulfilling contractual obligation.
 - viii. Conditions for reimbursements of levy/tax/cess if levied after receipt of tenders
-
- a) 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 entered in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the standard GCC (Annexure 5 of Chapter 3) for the completion of works to the entire satisfaction of the engineer.
 - b) Tenderers shall 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. Furthermore, tenderers shall ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - c) The successful tenderer is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN and 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 the deposition of applicable GST to the concerned authority.
 - d) Suppose the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act. In that case, the Railway shall deduct the applicable GST from his/their bills under reverse charger mechanism (RCM) deposit the same to the concerned authority.

Note:

- a. However, if rates of existing GST or cess on GST for Works Contract is increased or Statute imposes any new tax /cess on Works Contract after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- b. Further, suppose rates of existing GST or cess on GST for Works Contract is decreased, or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender. In that case, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

2.50 TERMS OF PAYMENT:

The Contractor will be entitled to be paid from time to time by way of "On Account payment" for the supply of materials and works as in the engineer's opinion who has executed in terms of the contract.

All bills shall be subject to any deduction or recovery which the Railway may be entitled to make under contract.

The Contractor shall be entitled to be paid from time to time by way of "On Account" payment as per clause 46(i) of General Conditions of Contract. While processing payment of any 'On Account Bill' contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

ON ACCOUNT PAYMENT:

Such "On Account Payments" will be made to supply equipment materials indicated in the supply schedule on receipt of materials in good condition at the Stores of CDMS/Perambur/Stores/MAS.

a) **Supply Items:**

For supply items of tender, Schedule **90% (Ninety Percent)** of the value of each consignment shall be paid **on receipt of materials at consignee store depot and production of the following documents:**

- i) Store receipt certificate issued by consignee.
- ii) Original Inspection certificate issued by Inspecting Official viz. RDSO/RITES/Railway Representative or Inspection Waiver Certificate issued by the competent authority.
- iii) Manufacturer's certificate for the equipment that the materials are in accordance with the contract specifications.
- iv) Challan/Invoice in duplicate. The payment of supply items should be accepted as per the time frame mentioned in SCC.

The contractor has to furnish an indemnity bond see **Form No.5** (in Forms & Annexures part of Chapter - 3) before payment is claimed, indemnifying the Railway Administration until completion of the work, against all damages, costs, charges, expenses, loss, and liability, which the Railways may sustain, incur or be put to, by reasons or in subsequence directly or indirectly due to the Contractor not fulfilling the portion of the Contract involving the installation, testing and commissioning of the items supplied by the Contractor.

5% of the value of material shall be paid after successful installation and testing of the equipment, certified by a Railway representative

5% value of the supply items shall be paid in the final bill (as per GCC Para.51 (1)).

b) **Installation Items:**

90% of the value of installation rate as per agreement shall be paid as on accounts bills only **on production of certificate by the site engineer** that the relevant portion of the installation has been completed.

5% of the value of installation rate as per agreement shall be paid after successful submission of all "As-Made" documents.

5% value of installation rate as per agreement shall be paid in the final bill (as per GCC Para.51 (1)).

c) **Supply and Installation of Items:**

70% of the value of material as per agreement shall be paid as on accounts bills only **on production of the certificate as brought out in para above.**

20% of the value of material as per agreement shall be paid after successful completion of the installation of the work.

5% of the material value as per agreement shall be paid after successfully submitting all "As-Made" documents.

5% value of material as per agreement shall be paid in the final bill (as per GCC Para.51 (1)).

d) **For Testing & Commissioning Items:**

95% of the value of the item commissioned shall be paid after successful completion /commissioning of the system by the Railway's representative.

5% value of the item commissioned shall be paid in the final bill (as per GCC Para.51 (1)).

e) **For As-Made Documents:**

95% of the value of the item supplied shall be paid after certification by Railway's Representative.

5% value of the item supplied shall be paid in the final bill (as per GCC Para.51 (1)).

f) **For submission of documents:**

a) 30% of the value shall be paid after Submission of SWR Copies

b) 30% of the value shall be paid after Submission of TSAA Documents

c) 20% of the value shall be paid after the Submission of Approved Rule

Diagrams and Blueprint Copies.

d) 10% of the value shall be paid after Submission of NI Drawings/Plans

e) 10 % of the value shall be paid after Submission of Yard Testing Diagram

2.51 FINAL PAYMENT:

- i) Final payment of 5% (Five Percent) of contract value shall be made after the Warranty Period is completed as per Para 2.41 of SCC and as per para 51(1) of GCC.
- ii) The contract for this work will be considered complete after completion of Warranty Period as per Para 2.41 of SCC.
- iii) For releasing of Final Bill, contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

On the basis of (i), (ii) and (iii) above for all the works in all the sections covered in this contract, and reconciliation of materials issued, the final bill for the balance payment for each item of work shall be submitted by the Contractor along with a clear 'No Claim Certificate'.

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such

claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) (i) to (xv)(B) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

Note:

For releasing of Final Bill, contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in _____ Railway's _____ Shramikkalyan _____ portal _____ at 'www.shramikkalyan.indianrailways.gov.in' _____ till _____ Month, _____ Year."

2.52 POST PAYMENT AUDIT:

It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

2.53 MODE OF PAYMENT TO CONTRACTOR:

All payments to contractors/suppliers will be made through the National Electronic Fund Transfer (NEFT) system. It is mandatory to enclose MANDATE Form given in (**Annexure-3** of Chapter-3 Forms & Annexure) which will be required to be filled in along with the offer. Indian Financial System Code (IFSC) of the concerned bank

shall be given in the MANDATE form or through Letter Of Credit (LC) arrangements.

In case Tenderer seeks payment through Letter of Credit then the option can be exercised at the time of bidding only. Special condition for Letter of Credit in works tender vide Railway Board Lr No 2018/CE-I/CT/9 Dt 04.06.2018 are given below:

- (i) For all the tenders having advertised cost of Rs. 10 Lakhs or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System -the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
 - (a) The LC shall be a sight LC
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per

annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills

- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his, agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways
- (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch)
- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange, and Bill
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch)
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)

- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account
- (n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC

2.54 FINAL SETTLEMENT:

On expiry of the warranty period as per Para 2.41 of SCC, a fresh Performance Guarantee (PG) shall be submitted based on the value of Annual Maintenance Contract (AMC) for entire 5-year period. On submission of the required PG against AMC, the security deposit of this tender will be refunded to the Contractor.

2.55 DEDUCTION FROM ON ACCOUNT BILLS:

All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progressive payment Bills/Invoice of Contractor, as and when it is understood that such expenses have been incurred or paid for. All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts, or explanations as are available to enable the Contractor to identify such claims.

2.56 DEDUCTION OF TAXES:

Railways will deduct applicable Taxes such as GST as per extant rules and any other cess to be levied by Government of India. Wherever the law makes it statutory for the purchaser to deduct any amount towards Tax on works contract, the same will be deducted and remitted to the concerned authority. The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Railways will not accept any liability for the same. In terms of provisions of

finance act and income tax act enforce deduction of income tax, surcharge & cess at source shall be made from the contractor and the amount so deducted may be credited to the central government. All other statutory deductions, such as GST, etc., at the rates as applicable at the time of payment, shall be made both from on account bills as well as final bills as per rules in force.

Note:

- 3) Income Tax and surcharge, if any, as notified by the Income Tax department will be deducted at source from each bill, unless otherwise authorized by Income Tax Department.
- 4) If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- 5) Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India
- 6) Deduction of Labour Cess as per extant instructions from Railway Board

2.57 INSURANCE:

2.57.6 INSURANCE FOR PERSONS EMPLOYED BY CONTRACTOR

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Railways at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

2.57.7 INSURANCE OF MATERIALS & INSTALLATIONS:

The contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials, equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when work completion certificate is issued. The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control, and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Railways, be made good by the contractor, at the cost of the Purchaser. The Contractor should, however, ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

It may be noted that the beneficiary of the insurance policy should be Railways, or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Railways. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the Railways for which the cost of the premium plus 20% of premium shall be recovered from the contractor. For purpose of enabling the contractor to take the insurance cover in connection with this contract, the Railways' engineer will advise the approximate price of all the Railway's supply materials to the contractor.

2.58 RATES DURING NEGOTIATION:

The tenderer shall not increase his quoted rates in case the Railway Administration negotiates for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.

2.59 VITIATION:

In the event of vitiation occurring due to increase or decrease in quantities, among the first, second and third lowest valid tenderers

etc., the vitiation shall be to the contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out. Vitiating shall be applicable as per Railway Board Ir.no. 2017/Trans/01/Policy Dt 08.02.2018.

2.60 LABOUR CAMPS:

Applicable as per GCC Clause 59 (1).

2.61 PAYMENT OF WAGES:

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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. These details shall be available in public domain. The Registration/updation of Portal shall be done as under.

- (a) Contractor shall apply for one time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of letter of Acceptance Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create a password with login ID (PAN No.) for subsequent use of the portal for all LOA's issued in his favour.
- (c) The contractor once registered on the portal shall provide details of his letter of Acceptances (LOA)/Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA/or approval of concerned engineer. The engineer shall update (if required) and approve the details of LOA filled by the contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, Contractor shall fill the salient details of contract labourers engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.

- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

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

2.62 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by

a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(iii) There is no banning of business with the sub-contractor in force over IR.

- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify the railway against any claim of subcontractor.
- (g) The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that

subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

- (i) The responsibility of successful completion of work by subcontractor shall lie with the Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case an Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

2.63 SETTLEMENT OF DISPUTES:

2.63.6 Matters Finally Determined by the Railways: (Refer GCC Clause 63)

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii)(B) of Standard General conditions of contract or in any clause of the special conditions of contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration clause.

2.63.7 DEMAND FOR ARBITRATION: Refer GCC Clause 64 for complete details

2.64 FORCE MAJEURE: (Refer GCC Clause 17)

If at any time, during 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, act of the public enemy, Civil Commotion, Sabotage, serious loss or damage by Fires, explosions, epidemics/ pandemics, strikes, lockouts or acts of God (here-in-after referred to as 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 Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other

Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than one month before the expiry of the date fixed for

completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S No	S.No. Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification: Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or false declaration attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;

vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering: or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

18.(2) Punitive Provisions:

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security;

b) calling off of any pre-contract negotiations; and

c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating procurement; to the
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary officer, with the Competition Commission of India: level
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

2.65 Police Verification of contractor's employees:

- i. All contractual workers engaged in Railways are subject to police verification as per the laid down procedures.
- ii. The shall ensure that the Police Verification of Contractual Staff is done and police verification certificate to be furnished to the Railways within 30-days from the date of engagement of any staffs. If contractor fails to furnish necessary police verification certificates, Railway may take action against the contractor, including imposition of penalty The Police verification to be submitted in Annexure B format.

******END OF CHAPTER – 2******

CHAPTER – 3
FORMS & ANNEXURES

FORM No. 1A**TECHNICAL CREDENTIALS**

{Only for Technical Eligibility Criteria (completed similar work)}
 [Refer Para 2.5.1 and 2.5.2 of Tender Document]

For the most eligible contractors who had completed similar works, Tenderers shall have to submit the following details along with tender duly attested by the tenderer. The tenderer shall also enclose relevant certificate/documents issued by the concerned authority in this regard:

1.	Name of work.	
2.	Contract awarding Authority.	
3.	Contact agreement No.	
4.	Name of the firm.	
5.	Date of award.	
6.	The original value of the contract.	
7.	The original date of completion.	
8.	(a) Whether work has been physically Completed	
	(b) Actual date of completion.	
9.	The final value of the contract.	
10.	Whether working as a main contractor	
11.	Whether working in an individual capacity or a Joint venture.	
12.	Whether working as a Sub - Contractor	
13.	If the work was executed as a joint venture firm, the share of each partner to be given.	
14.	The brief scope of work.	
15.	Reference with Page No. in the submitted document.	

Signature by officer JAG/ above
 Signature & Date
 Seal

FORM No. 1B**TECHNICAL CREDENTIALS**

{Only for Technical Eligibility Criteria (for substantially completed similar work)}

[Refer Para 2.5.1 and 2.5.2 of Tender Document]

For the most eligible contractors who had completed similar works, Tenderers shall have to submit the following details along with tender duly attested by the tenderer. The tenderer shall also enclose relevant certificate/documents issued by the concerned authority in this regard:

1.	Name of work.	
2.	Contract awarding Authority.	
3.	Contact agreement No.	
4.	Name of the firm.	
5.	Date of award.	
6.	The original value of the contract.	
7.	The original date of completion.	
8.	(a) Whether work has been Substantially completed	
9.	The present value of the contract (Excluding PVC if any)	
10.	PVC amount paid to the contractor if any	
11.	Whether working as a main contractor	
12.	Whether working in an individual capacity or a Joint venture.	
13.	Whether working as a Sub - Contractor	
14.	If the work was executed as a joint venture firm, the share of each partner to be given.	
15.	The brief scope of work.	
16.	Reference with Page No. in the submitted document.	

It is certified that there is NO proceedings of termination of contract on Contractor's default has been initiated

Signature by officer JAG/ above
Signature & Date
Seal

FORM No. 2

FINANCIAL CREDENTIALS
[Refer Para 2.5.3 of Tender Document]

The tenderer is required to submit the contractual payments received for the last THREE years and the current financial year up to the date of invitation of tender. In addition, the tenderer shall also enclose relevant certificates/documents issued by the concerned authority.

	Previous 3 rd Financial Year	
	Previous 2 nd Financial Year	
	Previous 1 st Financial Year	
	Current Financial Year till the date of opening of the tender.	
Grand Total		
2.	Whether the certificate issued for the Contractual Payment received is audited & certified by a chartered accountant.	Yes/No
3.	Whether the Contractual Payment received for which the certificate is issued is more than required as per the eligibility criteria of the tender.	Yes/No
4.	Reference with Page No. in the submitted document	

Note: The total contract amount received during the last three Financial Years and in the current Financial Year up to the date of inviting of tender should be a minimum of 150% of the advertised tender value. Tenderers should upload/submit to this effect any of the following authentic documents/certificates for evaluating the above financial eligibility criteria.

a) Attested certificate(s) issued by Executive or Nominated Authority of the Government Departments or Semi-Government / Public sector undertakings for the value of work done for them during the qualifying period including current financial year certifying the bill amounts paid Agreement-wise and Date-wise or attested photocopy of such certificate. Such certificates will be accepted only from Govt. / Govt. bodies / PSUs authorities. Certificates issued by Private bodies will not be considered.

b) Audited Balance Sheets indicating contractual receipts from the works done for Govt. / Govt. bodies / PSUs / Pvt. organization in the P&L

account of the Balance Sheet, duly certified by the Chartered Accountant for the completed financial years. For the current financial year, Provisional balance sheets issued by Chartered Accountant indicating contractual receipts and supported by income tax Form-26AS.

NOTE:

- (i) Financial Year shall normally be reckoned as 1st April to 31st March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company / Tenderer to be considered if it defers from the above.
- (ii) Current Financial Year is reckoned as the incomplete Financial Year in which Tender submission dates fall.
- (iii) Chartered accountant statements duly indicating yearly receipts will not be considered unless backed by audited balance sheets or provisional balance sheets with 26AS statements of the income tax department.
- (iv) If the tender is not accompanied by the certificate(s) supporting financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.
- (v) Attestation of documents may be self-attested or attested by a gazetted officer.

FORM No. 3

**STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS**

The following are the particulars of deviations from the tender document:

Chapter No. XXX

SL No.	CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
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Note: Tenderers are advised to submit the deviations from the entire tender document, including Annexures. Where there is no deviation, the statement should be uploaded duly signed with an endorsement indicating no deviations. If the tenderer does not submit the deviations, they will be treated as NIL deviations to the entire tender document.

FORM No. 4

GUARANTEE BOND TOWARDS PERFORMANCE OF CONTRACTOR

The President of India,
Through Sr.DFM/MAS,
Southern Railway,
Chennai-03,

Ref: Letter of Acceptance No of Sr.DSTE/MAS, Southern Railway, Chennai - 3
issued to(Name of the contractor) for " (Name of Work). "

1. In consideration of the President of India acting through the Sr.DSTE/MAS, Southern Railway, Chennai, -600003(hereinafter called "the Government") having agreed to exempt Shri . (Hereinafter called "the contractor"), from the demand under the terms and conditions of the agreement under execution between the president of India acting through the Sr.DSTE/MAS, Southern Railway, Chennai – 600003 and. ("the said contractor") in terms of Letter of Acceptance No . dt: .
"(Name of Work)" by the said contractor of terms and conditions contained in the said Agreement is on the production of Bank Guarantee for Rs (Rupees.). as security towards the satisfactory performance of the work from the said contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We(Indicate the name of Bank) a, body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act, 1970 having its corporate office at hereinafter referred to as "the bank" do hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.) against any loss or damage caused to or suffered by or would be caused or suffered by the Government by reasons of any breach by the said contractor/s of any of the terms or conditions contained in the said agreement towards performance of the contract assigned.
3. We(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive 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 Rs . (Rupees .)
4. We(Indicate the name of the bank) further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the said Contractor / Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall

be valid discharge of our liabilities for payment there under and the said contractor / supplier shall have no claim against us for making such payment.

5. We (indicate the name of the bank) 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 The Sr.DSTE/MAS Chennai-600003, ministry of railway certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _ we shall be discharged from all liability under this guarantee thereafter.
6. In the event of the period of the contract being extended and the contractor fails to extend the validity of this Guarantee for a further period to cover the extended period of the 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 Bond to the effect that the Contractor has failed to extend the validity of this Bond can be conclusive as regards the amount due and payable by the bank under this Guarantee unless the contractor extend the validity and the bank shall pay the amount forthwith to the Government.
7. We (indicate the name of the bank) 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 terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time to time any of the powers exercisable by the Government against the said contractor 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 such variation, or extension is granted to the said contractor or forbearance act or omissions on the part of the Government or any indulgence by the Government to the said contractor/s or by any such matter or thing whatsoever under the law relating to sureties would, but for this provision, have the effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the bank or of the said Contractor.
9. We, . (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
10. This Guarantee shall be valid up to , being the contract's tentative completion period, including the maintenance period unless

extended or demanded by the Government.

Notwithstanding anything contained herein,

1. Our liability under this Guarantee shall not exceed Rs(Rupees.)
2. This Guarantee shall be valid up to
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us and we receive a written claim or demand on or before, being the expiry of the validity period or performance Guarantee Bond. Our liability under this bank guarantee shall be fully discharged beyond the validity period, and you shall not have any claim against this Bank Guarantee.

In witness whereof the, _ .(Indicate the name of Bank)
hereby affix our hand and seal on this the day of 2022

For
(Indicate the name of Bank)

WITNESSES:

Witness No.1

NAME:

ADDRESS:

PHONE:

SIGNATURE:

Witness No.2

NAME:

ADDRESS:

PHONE:

SIGNATURE:

FORM No. 5

PROFORMA FOR INDEMNITY BOND

I/We M/s. _____
(hereinafter called the Contractor) which expression includes his successors and assignees in favour of the president of India acting through the **Sr.DSTE/MAS, 5th floor DRM Building/Chennai Division. Chennai-600003.**(herein after called the Railway")

Whereas the parties hereto have entered into an agreement vide letter of Acceptance No _____ dated _____ for the purpose of executing the said contract until such time the materials hereinafter mentioned are duly erected or otherwise handed over to the Railway.

Whereas I/We _____ (name of the contractors) am/are required to hold in custody for and on behalf of the railway in trust all-important and indigenous signalling material which have been handed over to me for installation of _____ (name of the work) the vide Letter of Acceptance _____ (LOA No and Date) for the purpose of executing the said contract until such time the materials are duly erected and are handed over to Railways. Whereas I/we M/s _____ (name of the contractors) are required to furnish an Indemnity Bond.

Now by this indemnity bond, we hereby undertake that we hold in my custody for and on behalf of the president of India and his property in trust of the said imported and indigenous signalling materials handed over to us for the purpose of execution of the said contract until such time the materials duly erected or otherwise handed over to the Railways.

We shall be entirely responsible for the safe custody and protection of the said important and indigenous signalling materials against all risk till they are duly erected or otherwise delivered to **SR.DSTE/MAS Office, Southern Railway, Chennai 600 003** to any other officer as he may direct otherwise and shall indemnify the Railway against any loss, damage or deterioration in respect of the said materials which are in possession.

The said material shall at all times be open for Inspection by any authorized Officer of the Railways.

Should any loss, damage, or deterioration occur or refund becomes due, the President of India shall be entitled to recover from us the compensation for such loss or damage or deterioration the amount is to be refunded without prejudice to any other remedies available to Railways and also by deduction from any sum due or any sum which at any time hereinafter may become due to us for this work under other Contract with any other department of the Railways.

The value of the above materials for the purpose of Indemnity that can be claimed this indemnity Bond shall not exceed Rs _____ (Rupees _____)

In the event of any loss or damage or deterioration as aforesaid, the assessment of such loss or damages or deterioration and the assessment of the compensation thereof would be made by the President of India or his authorized nominee, and the said assessment shall be final and binding upon us.

In witness where off we partner of _____ (name of the contractor) have executed this indemnity bond on the date, month and year first written at _____ dated this _____

Signed at _____ on this day of _____

WITNESSES:

Witness No.1

NAME:

ADDRESS:

PHONE:

SIGNATURE:

Witness No.2

NAME:

ADDRESS:

PHONE:

SIGNATURE:

FORM No. 6

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer (Signal/Telecom/ ----- Division
No.

Date:

1. Contract No.
2. Name of Work.
3. Item No. as in Schedule of work.
4. Description of Item.
5. Material Inspected by:
6. Dispatch particular & date.
7. Qty as per dispatch particular
8. Qty received.
9. Qty short received.
10. Condition on Stores Received.
11. Name of Firm & Address.
12. Place of receipt.
13. Date of receipt
14. Ledger No.
15. Name & designation of Stores In-charge

Signature of Stores –in–Charge

FORM No. 7

REQUISITION-CUM-RECEIPT FOR THE MATERIAL

Requisition Serial No: _____

Date: _____

**To: SSE/Signal/SRM/PER (or)
SSE/Tele/SRM/PER**

Please issue the materials for the execution of the ongoing work.

Name of the work

Name of the Contractor:

Site Supervisor:

SSE in-charge:

S. N o	Description of material	Unit	Scheduled /planned Qty	Qty so far collected	Qty Now required	Qty now collected

Contractor /Authorized

Representative:

Sr. Divisional Signal and
Telecommunication
Engineer/ Chennai.

Qty issued as per requisition slip vide challan

No. _____

Dated: _____

SSE/SIG (or) Tele/SRM/PER

Form No.8

i. List of Works Completed

Descripti on of work	Organi zation for whom execut ed	Approx. value of the contrac t at the time of award (Rs.)	Date of awar d	Date of schedule d completi on of work	Date of actual completion	The final value of contra ct (Rs.)

ii. List of Works in Hand

Description of work	Contract Value	Approx. value of balance work yet to be done	Date of award

Form No.9

**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER
ALONG WITH 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 **"SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2).."** as per the **E- Tender Notice No: M-SG-2026-515-MS_VM-2 dated 19.06.2026** of Southern Railway, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

1. After carefully reading the contents, I/We the tenderer (s) am/are signing this document.
2. I/We, the tenderer (s), also accept all the tender conditions and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from the Indian Railway Website www.ireps.gov.in. I/We have verified the document's content from the website, and there is no addition, no deletion, or alteration to the content of the tender document. However, 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 the same shall be binding upon me/us.
6. I/We hereby 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 undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture of the tender BID SECURITY besides banning of business for five years. Further, I/We (*insert name of the tenderer*) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forget 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/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years.

Place:
SEAL AND SIGNATURE
Dated:
OF THE TENDERER

** The contents in Italics are only for guidance purposes. Details as appropriate are to be filled in suitably by the tenderer.

** The contents in Italics are only for guidance purposes. Details as appropriate are to be filled in suitably by the tenderer.

Form No.10

**SOUTHERN RAILWAY
TENDER FORM (FIRST SHEET)**

E- Tender Notice No: M-SG-2026-515-MS_VM-2 dated 19.06.2026

Name of the work: "SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2)".

To the President of India,
acting through the **Sr. Divisional Signal and Telecommunication Engineer/ Chennai.**

- 1.0 I/We _____(name of the contractors) have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 45 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for Southern Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **12 (Twelve) months** from the date of issue of letter of acceptance of the tender.
- 2.0 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, Schedule of Rates with all correction slips up-to-date for the present contract.
- 3.0 A sum of Rs. _____ (enter amount mentioned as per tender notice) has already been deposited online as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
- I/We do not execute the contract agreement within seven days after receipt of notice issued by the Railway that such documents are ready and
 - I/We do not commence the work within fifteen days after the receipt of LOA to that effect and;

c. I/we do not submit a performance Guarantee within time specified in the tender document.

4.0 (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 Earnest Money.

5.0 We are 100% Govt owned PSUs and hence exempted from payment
of Earnest Money.

6.0 We are Labour Co-operative Society and our Registration No. is
_____ with
_____ and hence required to deposit
only 50% of Earnest Money.

7.0 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:
Tenderer(s)

Signature of

(1) _____

Date _____

(2) _____

Address of the Tenderer(s)

Form No.11

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) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr.DSTE/MAS or obtained from the office of the Sr.DSTE/MAS, Southern Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of Sr.DSTE/MAS or obtained from the office of the Sr.DSTE/MAS, Southern Railway on payment 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 Sr.Div. Signal and Telecommunication Engineer, Chennai, Southern Railway. 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/below/at par for each Schedules – A & quote individual rates for each schedule items for schedule B1 and B2 in online in IREPS.** The quantities shown in the attached Schedule 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 Schedule. 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 8 (Eight) months from the date of issue of acceptance letter.

6. Earnest Money:

- (a) The tender must be accompanied by a sum of Rs. 292000.00/- as Bid Securitised in cash through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 45 days from the date of opening 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 Chief Signal and Telecommunication Engineer/Projects of Southern Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted the earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money 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 to the Earnest Money 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 full Security Deposit, the Railway shall return the Earnest Money so retained 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 the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

(OR)

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

(OR)

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

10.2. Financial Eligibility Criteria:

The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by

the Chartered Accountant/Certificate from Chartered Accountant duly supporting by Audited Balance sheet. Client certificate from other than Govt organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

[Explanation for clause 10 including clause 10.1 to 10.2 - Eligibility Criteria:

- 1)** In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- 2)** If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- 3)** If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- 4)** In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
 - i. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in note for item 10.1 part I of GCC, the same shall be considered for the purpose of fulfillment of credentials. (As per RB Ir.no.2020/CE-I/CT/3E/GCC/Policy dt:30.12.2021)
- 5)** The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- 6)** In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in the previous entity and his share in the present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the}$

previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

- 7)** In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 8)** In case of an existing partnership firm, if any other partner(s) joins the firm, the credentials of the partnership firm shall get enhanced to the extent of credentials of the newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 9)** Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.
- 10)** In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 11)** If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of a partnership firm retires without taking away any credentials from the firm, the credentials of the partnership firm shall remain the same as it is without any change in their value.
- 12)** In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

- 13)** In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- 14)** In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of Southern Railway shall submit along with his / their 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc 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. The standard format of the certificate to be submitted by the bidder is enclosed as Form - 9. Non submission 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 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 thereunder.

(vi) (a) In case of any information submitted by a 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.

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 CSTE/Projects, Southern Railway for carrying out the work according to 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 / HUF 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. An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong

information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- II. All other documents in terms of explanatory notes in clause 10 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. An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- III. All other documents in terms of explanatory notes in clause 10 above.

- (c) **Partnership Firm:** The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet).

- (d) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 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. An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either

in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

V. All other documents in terms of explanatory notes in clause 10 above.

(f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- 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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

V. All other documents in terms of explanatory notes in clause 10 above.

(g) **Registered Society & Registered Trust:** The tenderer shall submit:

- I. A copy of the Certificate of Registration
- II. A copy of Deed of Formation
- 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. All other documents in terms of explanatory notes in clause 10 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 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 / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change 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 / joint venture (JV) / registered society / registered trust / HUF 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted **even if** such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

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 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 gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision

of clause 62 of Standard General Condition of contract. The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

17. JOINT VENTURE (JV) IN WORKS TENDERS: (Not Allowed for this Tender)

Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

17.5 Bid Security shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by

the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).

17.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate

PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, the contract is liable to be terminated. In case the contract is terminated, 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 entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

17.11.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV along with the tender:

17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed,

- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

17.14.2 In case one or more members is/are HUF, the following documents shall be enclosed:

- I. A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit 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.

17.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

17.14.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

17.14.5 All other documents in terms of explanatory notes in clause 10 above.

17.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

- (a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall

be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

(i) The technical eligibility for each component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work.

OR

(ii) The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work.

Note for Clause 17.15.1:

- (a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- (b) Value of a completed work done by 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 technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria:

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by 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 compliance of the above mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity:

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

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 firms should have either been registered with the Registrar or the partnership deed should have been notarized prior to the date of tender opening as per the Indian Partnership Act.

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 a 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 opening 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 opening 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 opening 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 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 deposited by partnership firm through e-payment gateway or as mentioned in tender document. 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 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

18.8 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.

18.9 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.

18.10 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/altered/ 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 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.

18.11 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:

(a) A notarized copy of partnership deed.

(b) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(c) 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 / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(d) All other documents in terms of explanatory notes in Clause 10 above.

18.12 **Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 10 above by the partnership firm:

(Signature)
(Designation)

Date _____

Signature of Tenderer(s)
_____Railway

Date _____

FORM No. 12

VENDOR MANDATE FORM

Tender notice No.

PARTICULARS OF THE TENDERER:

(a) Name.....

(b) ADDRESS:

(i) Holding No. / Premises:.....

(ii) Room No. :.....

(iii) Street Name :.....

(iv) City/Village/Town

(v) District :.....

(vi) State :..... Country:.....

(vii) PIN :.....

(c) Phone No..... Mobile No.....

Fax No.E-mail-id.....

(d) PAN No.....

GST Registration No.....

Signature of Tenderer

Form No.13

CHECK LIST FOR VERIFICATION OF PARTNERSHIP DEED/TENDER

A. Stamp Duty, Place, Date of Execution

- 2) Firstly, the date of purchase of stamp paper on which Partnership Deed [PD] is executed is to be noted. The date of purchase of stamp paper should be prior or on the same date of execution of the Partnership Deed.
- 3) The date and place of execution of PD is to be verified. Also the date on which the business has come into force is to be noted. The date of execution shall synchronise with other related dates/events.
- 4) Then it is to be verified whether PD is executed on stamp paper of proper value. The value of the stamp paper depends in which state it is executed. In A.P. it was, Rs. 300/- and increased to Rs. 500/- with effect from 1-8-2005, Karnataka Rs. 500/- & Maharashtra Rs. 300/-.
- 5) A partnership firm cannot be one of the parties in a Partnership Deed since a partnership firm has no legal personality under law.

B. Nomination of Managing Partner

- 1) Whether any one of the partners is nominated as Managing partner.

Generally, a partner nominated as Managing partner is doomed to have the power to sign tenders, agreements, documents, represent the firm etc., unless otherwise prohibited under any clause.

- 2) In case no Managing partner is appointed it has to be verified whether any other partner is given power to apply for tenders, sign agreement, represent on behalf of the firm etc.
- 3) In the absence of any partner or managing partner is given power to represent the firm, then whether any General Power Attorney is executed empowering the attorney to apply for tenders.

It may be noted that except for the company in any other case the attorney should not be allowed to sign Agt./Subsidiary Agt./Rider Agt. as it would amount to sub-letting of contract. [The attorney can only execute work, sign MB's and other documents provided he is given the power to do so].

C. Authentication of Partnership Deed.

- 1) Whether all the partners have signed on all pages of the PD.
- 2) On the last page of PD the signatures of all partners should be witnessed by two witnesses which is compulsory otherwise the PD cannot be treated as valid.
- 3) In case the PD is notarized by the notary public even if the witnesses have not signed, the PD can be treated as valid.
- 4) Where the tenderer submits a certificate issued by the Registrar of firm it shall be a conclusive proof that the PD is properly executed and cannot be questioned that it is witnessed or notarized.

D. Signing the Tender

- 3) Who signed the tender on behalf of the firm is to be checked and satisfied that it is the person who is authorized in the deed as mentioned above. If there is no Managing Partner in a Partnership Deed or that one or more individual person is not authored either in the deed or under GPA then the tender shall be signed by all the partners.
- 4) It has to be checked whether the Stamp of the firm or Managing Partner or the designation of the person who signed is affixed in the tender.
- 5) The signature of the managing partner or other partners to be verified whether it is same in the PD as well as in tender.
- 6) Whether the tender is signed at the required nominated places.

E. Execution of GPA.

- 1) If there is a nominated managing partner he can execute GPA otherwise all partners have to execute GPA.
- 2) Where the tender firm submits GPA, then it is to be verified whether the attorney has signed the tender and signature also to be verified.

Where an attorney signs the tender, he should sign on behalf of the firm. That is the firm's stamp is to be affixed and he should sign on behalf of the firm [as authorized signatory].

FORM No. 14

Declaration regarding Sole proprietor/Partner/Joint Venture

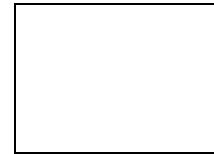
I/we hereby solemnly declare that I/We ** is/are participating as a Sole Proprietor (or) a Partnership Firm (or) Joint Venture for the E- Tender Notice No: M-SG-2026-513-MS_VM-2 dated 11.06.2026

Signature of Tenderer

**** - Name of the Contractor in case he is a sole proprietor (or) Partnership Firm Name (or) Joint Venture Name**

Note:

Vide Railway Board Lr No 2002/CE-I/CT/37 JV Pt VIII Dt 14.12.2012, Joint Venture firms are allowed to participate in this tender.

Annexure B**POLICE VERIFICATION**

S.No	Particulars	
1.	Full Name with Aliases	
2.	Parent's Names	
3.	Nationality	
4.	Present Address in full with Police Station & District	
5.	Period of Residence	
6.	Home/Permanent Address in full with Police Station & District	
7.	Addresses with police stations and districts where the applicant has resided continuously for more than 6 months in the past 5 years.	
8.	Aadhaar Number*	
9.	The applicant has been involved in a criminal case as accused (Yes/No). If yes, then details	
10.	The applicant has been arrested in connection with a criminal case (yes/No). If yes, then details	
11.	The applicant has been convicted for a criminal offence (Yes/No). If yes, then details.	

*Optional

Declaration (By Applicant): I certify the above information is correct and complete to the best of my knowledge and belief.

Countersigned by:	Signature of Applicant Date & Place
Contracting Railway Supervisor Date Place	

Police Certificate:

The details as stated above are correct & the above person does not have any criminal case registered or pending against him in any court of law as per official records available.

Counter Signature of Authorized Signatory
with Stamp

Annexure-2

PROFORMA FOR NEFT MANDATE FORM

FROM:

Date:

To,

**Sr.DFM/MAS,
Southern Railway,
Chennai.**

Sub:- Willingness to Receive Payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being set up by Southern Railway, Chennai-03 for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

**NAME OF ORGANISATION AND :
ADDRESS**

MICR CODE OF BANK :

IFS CODE OF BANK

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

BANK ACCOUNT NO. :

TYPE OF ACCOUNT :

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Encl : As stated above

Signature & Stamp

Confirmed by Bank

Annexure – 3

SOURCES FOR SPECIFICATIONS / DRAWINGS

1. IRS Drawings and Specification including RDSO Specific – Director General, R.D.S.O., Lucknow.
2. TEC Drawings & Specifications – Telecommunications Engineering Centre, Kurshid LalBhawan, Janpath, New Delhi – 110 001.
3. Standard Specifications (BSS & ISS, etc.) – Indian Standard Institution, 9, Mathura Road, New Delhi.
4. Railway Publications such as Railway Rules, Codes and Practices, etc. – Government of India, Ministry of Railways, Rail Bhawan, New Delhi.
5. Central Government Laws and Acts – Government of India, Ministry of Information, Publications Division, Tilak Road, New Delhi.
6. Manual of Instructions for Installation of S&T Equipment 25KV 50 Hz, single phase Electrified section – Director General, R.D.S.O., Lucknow.
7. General and Subsidiary Rules of Indian Railways and Southern Railways
8. RDSO Specifications for Electronic Interlocking System
9. Indian Railways Signal Engineering Manual (IRSEM)- Indian Railways Institute of Signal Engineering and Telecommunications, Secunderabad

Note: For bidding the list is not exhaustive and any specification /drawings as required can be obtained on request from office of Dy. CSTE/Projects /MS.

Annexure – 4

**GENERAL CONDITIONS OF CONTRACT
2022
(Uploaded Separately in IREPS)**

Annexure – 5

**SOR VOL.II BOOKLET
(Uploaded Separately in IREPS)**

Annexure-7**CHECKLIST TO THE TENDER**

Name of work: SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2)

CHECK LIST OF ITEMS TO BE COMPLIED BY THE TENDERERS

SL.No	Description of Item	Clause	Compliance	Remarks
1	Have you submitted Offer letter complete along with Original/Downloaded Tender document including tender forms (First Sheet & Second Sheet) duly signed with your digital signature?	2.9(i)	Yes/No	
2	Have you submitted the requisite Earnest Money online?	2.6	Yes/No	
3	Have you submitted the document pertaining to participation in tender as Sole Proprietor/Partner/Director	2.2 (vii)	Yes/No	
4	Have you submitted you complete Postal Address	2.2 (viii)	Yes/No	
5	Have you uploaded the Tender Documents and its addendum/ corrigendum duly signed digitally	2.9(i)	Yes/No	
6	Have you uploaded the credential to establish the eligibility? The documents required for ascertaining Technical & Financial capability as Specified in Qualifying Criteria i.e. Para 2.5 of Instructions to Tenderer shall also be enclosed in the offer. Tenderer should also submit Form 1 & Form 2 along with required Annexure.	2.9(iv), 2.5.1, 2.5.2, 2.5.3 & 2.5.4	Yes/No	

SL.No	Description of Item	Clause	Compliance	Remarks
7	Have you furnished a Completion & Performance Certificate regarding meeting Eligibility Criteria 2.5 for satisfactory and physical completion similar work from the executive of user Railway? (with contact details of FAX, phone and E-Mail of issuing authority) (Duly filled & signed Form 1. This Form should be accompanied with certificate from user Railways)	2.9(iv), 2.5.2	Yes/No	
8	Have you furnished the details of year-wise contractual payment received during the last Three financial years & current year on Form-2 regarding meeting Eligibility Criteria?	2.9(iv), 2.5.3	Yes/No	
9	Whether the details of contractual amount received have been duly certified by Employer/Client or Chartered Accountant?	2.9(iv), 2.5.3	Yes/No	
10	Have you furnished the details of year wise turnover and balance sheet from a registered Chartered Accountant for the last three Financial Years?	2.9(iv), 2.5.3	Yes/No	
11	Have you enclosed Power of Attorney, Partnership Deed if any, Constitution of firm & copies connected to legal documents?	2.9(viii)	Yes/No	
12	Have you kept the offer valid for a minimum period of 45 DAYS from the date of opening of tender?	2.10	Yes/No	
13	Have you quoted completion period	2.11	Yes/No	

SL.No	Description of Item	Clause	Compliance	Remarks
14	Have you enclosed a declaration that the tenderer accepts all the terms and conditions of Railways? In case of deviations, have you furnished –Statement of Deviations as per Form-3?	2.9(xi)	Yes/No	
15	Documentary evidence necessary to establish that the tenderer possesses the requisite skill, technical expertise, technical and skilled manpower and necessary equipment to execute complete work covered in the schedule with stipulated specifications /details.	2.9(xii)	Yes/No	
16	Have you enclosed a List of Personnel, Organization available on hand and proposed to be engaged for the subject work?	2.9(xii)	Yes/No	
17	Have you submitted the List of Works Done and List of Works on hand	2.9 (ix), Form 10	Yes/No	
18	Have you submitted the copy of Certificate as per Form 9	2.9(xiii), Form 9	Yes/No	
19	Have you submitted the NEFT mandate form	Annexure-2	Yes/No	
20	Each page of the offer must be numbered consecutively, including technical brochures, manuals etc., should be signed by the tenderer & should bear the seal of the firm. A reference to the total No. Of pages comprising the offer must be made at the top right hand corner of the first page.	2.2(xii)	Yes/No	

SL.No	Description of Item	Clause	Compliance	Remarks
21	Have you noted the applicability of GST ACT 2017 for this tender	2.49	Yes/No	
22	Have you read and agreed to the terms and conditions of the LC (Letter of Credit) in case tenderer opted for LC mode of payment.	2.53	Yes/No	
23	Tenderer to note that payment/advances/releasing of PG and SD will be done only when the required details are entered in Shramik Kalyan Portal only.	2.60	Yes/No	
24	Have your certificate regarding employment of Retired Gazetted officer	2.9 (x)	Yes/No	

Annexure –8

(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,

..... Railway,

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*] (hereinafter 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 Headquarters office at..... [*Insert Address*], hereinafter called the Bank, acting through[*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour 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 up to 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 hereinbefore 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 herein before used shall include their respective successors and assigns.

9.The Bank hereby 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 –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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.

Annexure-9**AVERAGE ANNUAL CONTRACTUAL TURNOVER CERTIFICATE**

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	INR Equivalent
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 the 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)

****** END OF CHAPTER – 3 ******

CHAPTER – 4

SCHEDULE OF WORKS AND SUPPLIES

Instructions for Quoting Rates:

SL No.	Schedule	Scope	Instruction/Remarks
1.	Schedule - A	SOR items (S&T)	Detailed schedule has been uploaded on IREPS web site www.ireps.gov.in Tenderer has to submit percentage above/below /par for Schedule-A.
2.	Schedule -B	Non SOR Items (S&T)	Detailed schedule has been uploaded on IREPS web site www.ireps.gov.in Tenderer has to submit Individual Rate for each schedule Items for Schedule-B.

Note:

The schedule of works and supplies available in Chapter-4 is to facilitate the tenderer to understand the scope of work and for reference only. However, rate shall be quoted in IREPS web portal only.

SCHEDULE OF WORKS

Name of work: SIGNALLING AND TELECOM PORTION OF WORK IN CONNECTION WITH ENGINEERING WORKS IN CHENNAI BEACH(MSB)-VILLUPURAM(VM)SECTION OVER CHENNAI DIVISION.(MSB-VM-2026-2).
BILL OF QUANTITIES are uploaded along with e-tender, which shall appear to the tenderer/bidder to offer their item wise rates for Schedule.

The tender schedule consists of Schedule-A consisting of SOR items and Schedule B consisting of Non- SOR items.

Tenderer must quote a single percentage rate for Schedule-A and item wise rates for Schedule-B1 and B2.

The details of items of work and quantity are available in the NIT schedule and offer tab.

Note:

1. The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of the 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.
2. Tenderer may please note that if any other items of work covered under Southern Railway S&T Schedule of Rates 2011 but not provided above (i.e., in Schedule-A) are required to be carried out during the actual execution of work, these will have to be carried out at the **Same Percentage** as accepted for Schedule -A of this tender.
3. Refer Volume-II for full description of SOR items which is uploaded separately in IREPS. In case of any conflict between Volume-II and Special Conditions of Contract of the tender document, the later shall prevail.
4. All the drawing and manuals can be obtained from Office of Sr. DSTE/Co-ordn./MAS
5. 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)

The Engineer in-charge can change the location/station i.e add or delete or modify, as per the Railway requirements while execution of the work.

****** END OF CHAPTER – 4 ******

CHAPTER - 4A

**DETAILED GUIDELINES FOR SCHEDULE OF
WORKS & SUPPLIES**

I. WITH RDSO INSPECTION:

As specified in Tender Schedules

II. WITH RITES INSPECTION

As specified in Tender Schedules

III. WITH CONSIGNEE INSPECTION

As specified in Tender Schedules

*** * * * END OF CHAPTER 4A * * * ***