

INSTRUCTIONS TO TENDERERS

No.	Tender no. TPJ-E-50-2025-2026
	Name of the Work: Tiruchchirappalli Division -Provision of Additional earthing arrangements over TPJ division- Works Contract.
1.	The approximate cost of the work is Rs. 24,73,500/-
	BID SECURITY/EARNEST MONEY DEPOSIT.
2.	ALL THE TENDERERS/CONTRACTORS HAVETO DEPOSIT FULL EARNEST MONEY/BID SECURITY AS STIPULATED FOR THE TENDER THROUGH ONLINE MODES AS PERMITTED IN IREPS APPLICATION ONLY THROUGH MULTIPLE BANKS NET BANKING, DEBIT AND CREDIT CARDS.OTHER MODES OF PAYMENT WILL NOT BE ACCEPTED. NO INTEREST WILL BE PAID ON THE EMD. Tenderers who have registered their firm as Start up in DIPP are exempted from payment of Bid security/EMD and they have to submit Annexure I in GCC April 2022 for claiming exemption
3	A sum of Rs. 49,500/- as the Bid Security/EMD for the due performance of the stipulation to keep the offer open till such date as might be specified in the e-tender. It shall be understood that the e-tender documents have been verified and the tenderer is permitted to e-tender inconsideration of the stipulation on his part that submitting his tender, he will not resile from his offer or modify terms and conditions thereof in a manner not to observe or comply with the said stipulation, therefore said amount viz., Rs. 49,500/- shall be forfeited to the Railway.
3a.	If his e-tender is accepted, this Bid security/EMD will be retained as part of security deposit (SD) for the due and faithful fulfillment of the contract. In case the tenderer withdraw his offer within the validity date of his offer or fails to undertake the contract or fails to start the work within a responsible time after notification of the acceptance of his tender, the full earnest money will be forfeited .The Bid Security/EMD of other tenderers will be returned to them .
3b.	The rates quoted in the uploaded schedule of items should be firm and inclusive of all kinds of taxes/ duties including works contract sales tax.
	The tenderer shall keep the offer open for a minimum period of 60 days from the date of opening of the e-tender, within which period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contraventions of the above conditions will make the tenderer liable for forfeiture of his initial earnest money mentioned in clause No:3.

4.	SECURITY DEPOSIT
4a.	The successful tenderer shall be required to furnish the necessary security deposit to the extent required under clause-16 (1) to (3) of the general conditions of contract. The EMD furnished by him will be taken into account in calculating security deposit. No interest will be allowed on the Security deposit.
4b.	Mode of payment of security deposit
4c.	Security Deposit for each work should be 5% of the contract value.
4d.	The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
4e.	Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit .The security deposit will be released on satisfactory completion of maintenance period. The maintenance period will be 12 months from the date of completion of the work.
5.	OTHER TERMS & CONDITIONS.
5a.	Payment for the work done by the contractors will be made after the inspection and testing by an authorized representative of the Railway on completion of the work and in the manner stated in clause 44,45 of General conditions of contract-April'2022.
5b.	In all matters of dispute, the decision of the Divisional Railway Manager, Southern Railway, Tiruchchirappalli will be final.
5c.	Employment/Placement etc. of Retired railway employees will be as per clause 16 of instruction to tenderers of GCC of works contract – April 2022.
5d.	Before submitting any-tender, the tenderers must satisfied himself by actual inspection of the site and locality of the works and also all conditions which are liable to be encountered during the execution of the works and that the rates he UPLOADS are adequate and all inclusive in accordance with the provision of the General conditions of the contract for the completion of works to the entire satisfaction of the Engineer.
5e.	If the tenderer deliberately gives wrong information in his E-tender uploading or create circumstances for the acceptance of his E-tender, the Railway reserves the right to reject such E-tenders at any stage.
5f.	If any tenderer desires, prior to uploading his E-tender Bids, to inspect the site/location he may do so by arrangement with Divisional. Elec. Engineer, Southern Railway,Tiruchchirappalli. Any further information required regarding the tender may be obtained from him or from his representative. The tendering firm will be granted an interview for discussing matters connected with the tender on request.
5g.	E-Tenders received from bona-fide contractor only will be considered. Tenderer must therefore state if they are approved Govt. contractor and UPLOAD SCANNED copies of credentials and list of important contracts of similar nature executed by them.
5h.	All terms and conditions in the e-tender documents are binding on the tenderers and the Railway reserves the right to accept or reject and award the work to others in whole or in part without assigning reasons for any such action.
5i.	No Central or state sales tax is payable by the Railway in respect of works contract.
5.j	The successful tenderer shall carry out and complete the work within 120 days . The allied work should however be commenced within 15 days from the date of LOA. The Railway Administration is entitled to recover penalty as stipulated in Clause 17-B of the General condition of contract if the contractor is in default.
5.k	The successful tenderer shall be responsible for all damage to property and for any injury or loss caused to the work or workman, to person animals or things in the course of the work carried out by or under direction of the contractor or his agents.
5l.	The successful tenderer shall set out the work to the satisfaction of the Divisional Elec. Engineer, Southern Railway, Tiruchchirappalli .

5m.	The submission of E-Tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and that the tenderer is aware of the full scope of the work to be done and the Rlys. Condition affecting the execution.
5n.	The successful tenderer shall sign an agreement in the form prescribed in the General conditions of Contract for the execution of the work as tendered by him and accepted by the Railway within 21 days from the date of issue of acceptance letter.
6	<u>ELECTRICAL LICENSE:</u> The tenderer should possess valid contractor License of “ ESB/EB ” grade and C grade for medium voltage works or higher grade issued by Tamil Nadu State or any other state, otherwise engage the license holder for executing the electrical works. The tenderer should submit documentary proof on the above before commencing electrical works to Divisional Electrical Engineer, Tiruchchirappalli and get his approval.
6a.	<u>DEPLOYMENT OF QUALIFIED PERSONNEL AT SITE: As per “General Conditions of Contract- April 2022 ” Clause 26-A.1:</u> The tenderer shall employ one Diploma Electrical Engineer for erection on the electrical works.
6b.	Qualified staff should be available at site whenever required by the Engineer in charge of Railway to take instructions. In case the contractor fails to employ the Qualified Engineer, in terms of provisions of 26-A.2 of “General Conditions of Contract-April-2022” he shall be liable to pay a penalty of liquidated damages at the rate of Rs 25000/- per month for the default period in case of Diploma Electrical Engineer.
6c.	The decision of the Engineer- in- charge as to the period for which the required technical staff to be employed by the contractor and as to the reasonableness of the amount to be deducted shall be final and binding on the contractor.
7	INSTRUCTIONS FOR EXECUTION OF AGREEMENT
7a	The agreement to be executed will be filled by the Railway Administration after which the contractor should sign the agreement .
7b	The instructions to tenderer should be read along with the special conditions of contract and latest general conditions and in the absence of any provision in the tender conditions, the above contract will be governed by General Conditions of Contract-April-2022.
8	PAN/TIN/GST: Please enclose a copy of PAN, TIN and GST Certificates, along with the Tender documents.
9	Vitiation clause: During the course of execution of the work, if there is any variation in the executed quantities over the quantities as per the agreement, the inter- se position of the tenderers may get altered. Under such circumstances, the successful bidder is bound to accept the lowest value to avoid vitiation of the contract
10	Performance Guarantee : The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the contract value as per clause 16(4) of GCC of works contract – April 2022.
11	Variations : Variations in quantities during execution of works contracts will be as per Clause 41-42 of GCC of works contract – April 2022.
12	As per finance Act 1972, 2% of the value of the payment made to the contract or under this contract shall be recovered at the time of payment towards part income tax and GST applicable will be deducted from the payment. Necessary conservancy charges as applicable also will be recovered.
13	The successful tenderer must register his firm/company etc. and upload requisite details of labour and their payment in ‘ www.shramikkalyan.indianrailways.gov.in ’ portal. It is mandatory for processing the payment.
14	The successful tenderer must abide by all the labour laws and related obligations as per Clause 55 of GCC ,April 2022.