

# **PART - A**

## **INTRODUCTION**

### **Description of work: Sanitation and cleaning of A1,A & B category stations:**

#### **1.0 Scope of work:-**

The contractor has to execute the following works:

- Total Area of cleaning - to be done in .....sq.meter
- Cleaning approach road and concourse area from front entry to the station. (BT/Concrete /WBMR).
- Cleaning approach road and concourse area at the rear of the station (2<sup>nd</sup> entry) (BT/Concrete /WBMR).
- Cleaning all platforms (concrete, stone, earth surfaces)
- All offices situated in platforms, upper-class waiting room, second class waiting room, etc.
- All tracks, which includes loop lines and drains open. (CC aprons, Stone ballast, sand ballast)
- All Water points including water sinks/taps, washbasins in all platforms.
- All Bathrooms, toilets and urinals on all platforms, station premises, waiting rooms, (except pay and use toilets) etc.
- All passenger Subways, FOB, Parcel subway, trolley path, etc.
- All Retiring rooms and other station service buildings.
- Applying deodorants on all platforms, upper class waiting rooms, second class waiting rooms, concourse, waiting hall, Advance Reservation Centre, all bathrooms and toilets, offices, retiring rooms and both entries to Station and Passenger Subways.
- Applying disinfectants on all water points, bathrooms, toilets, urinals, tracks and other locations within station premises requiring disinfections as directed.
- Removal of cobwebs in buildings, platform shelters and other covered area.
- Removal of stains and spitting marks from walls, dados and other locations within station premises and as directed.
- Cleaning doors, windows, glass panels, aluminum partition and ventilators etc.
- Removal of unauthorized posters from station premises as directed.
- Keeping of VIP sidings, clean and tidy as directed.
- Disposing of collected garbage/rubbish from station premises to the nominated locations as directed by Competent Authority.
- Rag picking upto 500 m beyond the platform end on both side on daily basis.

**1.1** The scope of work mentioned above is indicative and for general guidance only. Actual scope of work may vary as per Railway's requirement and site conditions.

**1.2** For further details about scope of work, the tenderers may contact Chief Medical Superintendent, \_\_\_\_\_.

**2.0** **COMPLETION PERIOD:** Period of contract is for 24 months.

**3.0 COPY OF TENDER NOTICE :** (to be kept by respective division.)

**PART - 'B'**

**REGULATIONS FOR  
TENDERS AND CONTRACTS**

**AND**

**INSTRUCTIONS TO TENDERERS  
AND CONDITIONS  
OF TENDER**

## **REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERERS**

### **1.0 MEANING OF TERMS**

- 1.1 Definitions:** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires: -
- 1.2** "Railway" shall mean the President of the Republic of India or the Chief Medical Director of the Southern Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- 1.3** "General Manager" shall mean the Officer in charge for the general superintendence and control of the Southern Railway and shall also include the Chief Medical Director, Southern Railway and shall mean and include their successors of the Successor Railway.
- 1.4** "Chief Medical Director" shall mean the Officer in charge of the Medical Department of the Southern Railway.
- 1.5** "Medical Representative" shall mean the CMS/Sr.DMO/DMO/ADMO of direct charge of the works and shall include any Chief Health Inspector/Health Inspector of Medical Department appointed by the Southern Railway and shall mean and include the Medical Representative of the Successor Railway.
- 1.6** "Successor Railway" shall mean and include such other Railway to which for administrative or other reasons this contract may during its pendency be transferred.
- 1.7** "Tenderer" shall mean the person / the firm / co-operative society or company/Joint Venture Group whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- 1.8** "Contractor" shall mean the person / firm / co-operative society or company/Joint Venture Group whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- 1.9** "Contract" shall mean and include the Agreement or Work Order, the accepted schedule of rates, the General Conditions of Contract, the Special Conditions of contract if any, the specifications, the special specifications if any, schedule of quantities, Manuals and instructions if any, and Tender Forms if any, all in complete known as "Contract Documents".
- 1.10** "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or selected list of Contractors with the Railway.
- 1.11** "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice and publicity.
- 1.12** "Works" shall mean the works to be executed in accordance with the contract.

- 1.13 "Site" shall mean the lands and other places on under in or through which the works are to be carried out and any other lands or places provided by the Railway for the purposes of the contract.
- 1.14 Singular or plural: Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.15 Interpretation: These regulations for tenders and contracts shall be read in conjunction with General conditions of contract which are referred to therein and shall be subjected to modifications/additions or super - sessions by Special conditions of contract, if any, annexed to tender forms. Wherever there is a conflict between the Special Condition and General Condition, the Special condition shall prevail.

## **2.0 PURCHASE OF TENDER DOCUMENT**

- 2.1 The tender should be in the prescribed form obtainable from the office of the CMS, ..... The cost of the Tender form as mentioned in the tender Notice top sheet is to be paid to the Chief Cashier, ..... or any Station Master on the Southern Railway and the same will be issued on production of the cash receipt for the said amount.
- 2.2 The cost of the tender form is non refundable and the tender form is not transferable.
- 2.3 Tender documents are available on the Government tender website i.e. **www.tenders.gov.in** and the same can be down loaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of ..... along with the tender document. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. **Tender not accompanied with the demand draft towards the cost of the tender document downloaded from the website will be summarily rejected.**
- 2.4 Printed General Conditions of contract and any other document as amended/ corrected upto correction slip upto date can be seen in the office of the Chief Medical Superintendent or copies can be obtained on payment.

## **3.0 TENDER DOCUMENT**

- 3.1 Tender forms will embody the contents of the Contract Documents either directly or by reference. No alterations/Corrections/Modifications of the Tender Forms is admissible. Tenders with such altered/corrected/modified Tender Forms, will be rejected by Railways.
- 3.2 The following documents form part of this Tender/Contract:
- 3.3 The Complete tender booklet including all parts and Annexures etc.
- 3.4 General Conditions of Contract **2003** as amended/corrected upto correction slips up-to-date.
- 3.5 The Contract Labour (Regulation and Abolition) Act, 1970 and Central Rule 1971 as amended and corrected upto correction slips up-to-date.

#### **4.0 AMENDMENT OF TENDER DOCUMENT**

- 4.1 Before the deadline for the submission of bids, Railways may modify the Tender Document by issuing ADDENDA.
- 4.2 Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall taken into account while submitting the tender. Tenderer shall down load corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any postal delays / delay in downloading of tender document from the Internet.
- 4.3 To give prospective bidders a reasonable time to take ADDENDUM into account in preparing their bids, the Railways may at their discretion extend as necessary, the deadline for submission of Tender document.

#### **5.0 ELIGIBILITY CRITERIA AND CREDENTIALS:**

- 5.1 Tenderers are required to satisfy the following eligibility criteria:

**A) Essential qualifying criteria:**

Sl.No.	Clause	Description	Criteria
1	Experience	Should have physically completed in the last three financial years (ie. Last 3 financial years and current financial year)	At least one similar single work physically completed for minimum value of 35% of advertised tender value. Proof for having executed similar work should be attached.
2	Total contract amount received as per current ITCC.	Total contract amount received during the last three financial years and in the current financial year.	Should be a minimum of 150% of advertised tender value of work (Contractual receipts). Tender committee would satisfy themselves about the authenticity of the certificates produced by the tenderer to this effect, which may be an attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc.

The tenderer should enclose with the tender, above credentials for having done work of similar nature using machines previously, along with the performance certificate issued by the customer for whom the work was executed.

- 5.2 With respect to Railways, the credentials/ experience certificate should have been issued by at least a JA Grade Officer. However, the credential/ experience certificate issued by Sr. Scale Officer in their capacity, as co-coordinating/in-charge officer of a unit will also be accepted. With respect to other Government Departments and (Public Sector Undertakings) PSUs, the certificate issued at the level of Executive Engineer and above can be taken as valid. Certificates issued by private parties for the execution of the work will not be considered.

- 5.3 The experience certificate issued by Project management consultants for the work executed for Govt. Departments/ Public Sector Undertakings will be accepted subject to the condition that the same is countersigned by the Officer of the concerned Govt. Departments/Public Sector Undertakings of the rank mentioned in the Para 5.3 above.
- 5.4 The tenderer shall note that the Credentials/Experience Certificate for the works executed by them as Sub-contractor to Main Contractor of Govt.Dept/PSUs will not be considered and the Credentials/Experience Certificate for the works executed by them directly for Govt.Dept/PSUs as Main Contractor will only considered.
- 5.5 The credentials of individuals/ firms, forming a new partnership firm and submitting the tender in the name of new partnership firm will be considered as the credentials of the new partnership firm.
- 5.6 Experience of the partners as a partner in "some other Partnership firm" will be considered to the extent of his share in that "some other Partnership firm".
- 5.7 **All documents in support of fulfillment of eligibility criteria should be furnished along with the tender and should be available at the time of tender opening. Tenders not accompanied by documentary evidence in support of eligibility criteria will be rejected. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard.**
- 5.8 As regards, the contract amount, received during the last three financial years and in the current financial year, documentary evidence in the form of attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be accepted.
- 5.9 Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderers or any clarifications/confirmations on the contents of the documents submitted.
- 5.10 In case the Certificates/Documents produced are proved to be false/fabricated, the entire earnest money is liable to be forfeited in addition to banning their business with the Railways for a specified period of not less than one year at the discretion of the Administration.
- 5.11 For the purpose of eligibility criteria, General Power of Attorney issued by other firms/individuals will not be considered.

## **6.0 FILLING AND SUBMISSION OF TENDER:**

- 6.1 Interested contractors may apply for the tender as a sole contractor or in Joint Venture Partnership herein after referred as 'Group'. The number of Joint Venture Partners shall be restricted to maximum four. International applicants must have an Indian partner who has experience in appropriate disciplines of the contract. However, they will not be permitted to tender as an individual firm and at the same time as part of any other group. No individual firm will be a member of more than one group. All the members of the Joint Venture will be jointly and severally liable for the Performance of whole contract.

- 6.2** A Tenderer may be an individual person, private entity, government-owned entity or any combination of them with a formal intent, in the form of a MoU, to enter in to an agreement or under an existing agreement in the form of a Joint Venture (JV). The Tenderer must ensure the following:
- (i) In case of Single Entity:  
Submit Power of Attorney authorizing the signatory of the Bid to commit the Tenderer.
  - (ii) In case of Joint Venture:
    - (a) The JV shall not have more than four partners.
    - (b) Submit MoU or Joint Venture Agreement, as per Form given in Annexure JV-3 & JV - 4.
    - (c) The JV shall nominate a Representative through Power of Attorney as per Annexure JV-1 who shall have the authority to conduct all business for and on behalf of and all the Parties of the JV during the bidding process and, in the event of JV is awarded the contract, during contract execution. Submit Power of Attorney by individual partners to lead partner as per Annexure JV-2.
- 6.3** The Tenderer shall clearly specify whether the tender is submitted on his own or behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership Concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made once tender is submitted. It may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.4** The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.
- 6.5** The railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.
- 6.6** The Tenderer whether sole Proprietor, a Limited Company or Partnership concern, if they want to act through an agent or individual partner, should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender.
- 6.7** If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as null and void/non-existing. 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 null and void/non-existing, unless the firm retains its character.



- 6.8** If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.
- 6.9** The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.
- 6.10** Should a Tenderer be a retired Official of the gazetted rank or any other staff working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any Railway Department or any of the Railways owned and administered by the President of India for the time being, or should a Tenderer being partnership firm have as one of its partners a retired officer or a retired staff as aforesaid, or should a Tenderer being an incorporated company have any retired officer as one of its directors, or should a Tenderer has in his employment any retired officer or retired gazetted officer from the said service and in cases where such staff or officer had not retired from Government service at least two years prior to the date of submission of the tender 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 or to make employment under the Contractor, has been obtained by the Tenderer or the staff or the officers 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. Tenders without the information above referred to or a statement to the effect that no such retired staff or retired gazetted officer is so associated with the Tenderer, as the case may be, shall be rejected.
- 6.11** Should a Tenderer or Contractor have a relative employed in gazetted capacity in any Departments of any Indian Railways, or in the case of partnership firm or JV Group, or company incorporated under the Indian Company Law should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the any Department of the any Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of Clause 62 of the General Conditions of Contract.
- 6.12** Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locations of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Tender Forms are adequate and all inclusive to accord with the provisions in Clause 37 of the General Conditions of Contract for the completion of the works to the entire satisfaction of the officer concerned.
- 6.13** Tenderer must furnish all details as per Annexures given in the Tender form while submitting their offer.
- 6.14** The date of opening of tender shall be considered as cut-off date for contractual Payment receipts, and completion of single similar work for the purpose of Essential Qualifying Criteria.

- 6.15 Tenderer shall keep the offer open for consideration for a minimum of **120 Days** from the date of opening of tender.
- 6.16 All terms and conditions in the tender document are binding on the tenderer and non-compliance of any of the conditions set forth in Tender document is liable to result in the tender being rejected.
- 6.17 Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind, which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances.
- 6.18 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them
- 6.19 ***Tenderers shall note that conditional offer will not be considered and will summarily be rejected.***
- 6.20 Tenderers should observe the highest standard of ethics while submitting the Tender Document.
- (a) Railways will disqualify an applicant if they have made misleading or false representation in the form, statements and attachments submitted; or indulges in fraudulent and corrupt practice.
- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence an evaluation process or the execution of a contract, and includes collusive practices among Tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the client’s free and open competitions.
- (b) Further Railways may declare a Tenderer ineligible, for any Railways contract if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in completing for, or in executing, a borrowed financed contract in general; or defines, for the purpose of this provision, the terms set forth below as follows:
- (i) Records of poor performance during the last 3 years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor.
- (ii) Inordinate delays in completion, consistent history of litigation awarded against the Applicant or any of its constituents or financial failure due to bankruptcy, etc. If the Contractor has worked in a Joint Venture, the rescinding of contract of a Joint Venture on account of reasons other than non-performance, such as Most Experienced Partner (Lead Partner) of Joint Venture pulling out.
- or
- (iii) Been debarred (blacklisted) by any Government agencies as on the date of application.

**6.21 All the documents submitted by the tenderer along with the Tender document shall be duly attested by Gazetted Officer or Magistrate or Notary.**

**6.22** The tender shall be put together in a separate envelope/cover duly Super-scribing the following details:

- (i) Tender Notice No. and date of opening
- (ii) Name of work
- (iii) Name and address of the tenderer

**6.23 Any tender received after the stipulated time will be summarily rejected.** Any tender delivered or sent otherwise will be at the risk of the tenderer.

**6.24** The tender box is kept in the Office of the Chief Medical Superintendent, ..... for dropping of tenders 3 days in advance from the date of opening. The tenderers are advised to drop their offers in the relevant tender box on any working day up to the time and last date of receipt mentioned in the tender document.

**6.25** It is the responsibility of the tenderer to drop their tender documents in the correct tender box marked with date of opening.

**6.26** Tenders will not be considered if dropped in the wrong tender box.

## **7.0 OPENING OF TENDER**

**7.1** The tenders will be opened in the office of the Chief Medical Superintendent, ..... at the date and time mentioned in the Tender Notice in the presence of tenderers/their authorised representatives.

**7.2** If the date of receipt and opening of tender is declared as a holiday at a later date, the tender will be opened on the next working day.

**7.3** Tenderer's representatives are advised to bring authorization letter from the tenderer / firm for attending tender opening.

**7.4** Only one representative/tenderer is permitted to attend the tender opening, irrespective of number of tender documents submitted on a particular day of opening.

**7.5** Tenderers/Representatives are requested to attend the tender opening in time.

**7.6** Tenderers/representatives are not permitted to enter the premises after the prescribed time for opening of tenders.

## **8.0 CONSIDERATION OF TENDER:**

### **8.1 PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of tender and recommendations for the award of a contract shall not be disclosed to Tenders or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a Tenderer to influence the Railway's processing of Bids or award decisions may result in the rejection of his Tender.

## **9.0 AWARD OF WORK**

- 9.1 Prior to the expiration of the period of tender validity/extended validity, the Railways shall notify the successful tenderer, in writing, that its Tender has been accepted. The notification letter (hereinafter and in the conditions of contract and contract forms called the "**Letter of Acceptance**") shall specify the sum that the Railways will pay the contractor in consideration of the execution and completion of the works and the requirement for the contractor to remedy any defects therein as prescribed in the Tender Document.
- 9.2 ***Until a formal contract is prepared and executed, the letter of acceptance shall constitute a binding contract.***

## **10.0 SIGNING OF CONTRACT**

- 10.1 Promptly after notification, the Railways shall prepare the contract agreement document and intimate the successful tenderer about the same.
- 10.2 Within fifteen days (15) of receipt of Letter Of Acceptance, the successful Tenderer shall attend the office of the Chief Medical Superintendent, ..... for signing the contract agreement document.
- 10.3 In case the Joint Venture is the successful Bidder, the Joint Venture agreement should be entered in to, by the Joint Venture Partners before the signing of formal contract agreement. The duly signed Joint Venture Agreement should be submitted along with the Performance Guarantee to the Railways within fifteen days (15) of the receipt of letter of Acceptance.

## **11.0 Financial Status:**

The detail of the Financial Status is to be submitted as per Annexure - IV.

# PART - C

## General Terms and Conditions

1. **Working Hours:**  
Work has to be carried out round the clock in 3 shifts i.e. 06.00 - 14.00 hrs, 14.00 - 22.00 hrs. & 22.00 - 06.00 hrs. with sufficient supervisor and labourers, duly engaging suitable machinery, arrange cleaning of the entire demarcated area including all platform water points including water sinks/taps, tracks, drains, clearing of night soil in platform track and subways. Intensified with machine cleaning should be done and the same will be carried out by as directed by Health Inspector and SMR/SM of station concerned.
2. **Supply of Water and Electricity:**  
Required Water and Electricity for the above work will be supplied by Railway at free of cost at nominated locations.
3. Tracks shall be free from solid waste, muck, night soil, etc., and cleaning after departure of every train to be ensured with liberal use of lime powder, bleaching powder, applying repellents for fly's / insects etc., and the areas to be kept free from bad odour. Deodorants/ disinfectants shall be applied wherever necessary and as directed by in charge of HI/SM/SMR.
4. Work has to be carried out round the clock in 3 shifts. The labourers so engaged should have good physique, and above 18 years able bodied and capable to do manual work with suitable machineries mentioned below and this will be monitored by Health Inspectors.
5. Before commencement of work, the contractor should submit Medical fitness certificate from the Registered Medical Practitioner for all the labour engaged by them for the above work to the Competent Authority.
6. The machineries, tools and other accessories required will have to be arranged by the contractor and the technical opinion / guidance will be given by the Health Inspectors.
7. **Machineries and Tools and Plants:-**  
Modern machineries have to be deployed for washing CC aprons in station platform, platform surface cleaning, dados cleaning, cobweb removal etc., as per the list enclosed in the **Annexure-1**.
8. The tenderer must quote the rate of contract both in words and figures in the tender form.
9. **Earnest Money Deposit:-**  
Tender quotation should be accompanied by valid EMD in any one of the accepted forms. **(Annexure-C)**
10. Tender submitted without valid EMD of required amount will be summarily rejected.
11. Tender containing erasures, overwriting or alterations without proper attestations are liable for rejection. The amount of tender should be legibly written.

12. The successful tenderer has to execute agreement with required number of additional copies, within 15 days of receipt of Letter Of Acceptance.
13. **Payment Terms:**  
Bill may be claimed item wise in Measurement Book duly recorded by the Health Inspector and test checked by Chief Health Inspector of Division (minimum of 20% test check) as directed by competent authority.
14. The administration reserves the right to accept or reject / cancel without assigning any reason of all or any of the tenderers. The administration does not bind itself to accept the lowest or any tender part thereof.
15. **Labour Laws:**  
The contractor has to comply with all the legal requirements under the Prohibition of Employment of Children Act, Minimum Wages Act, Workmen Compensation Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 and any other Labour Acts in force, as modified by the Government from time to time.
16. The contractor and the labourers engaged by him are not eligible for any privileges due to the Railway employees in connection with the said work.
17. During the inspection of the Chief Medical Superintendent or his authorized representatives, the contractor or his representatives will be accompanying the inspecting officials.
18. **List of Consumables:**  
Consumable items required for undertaking the above work should be procured and stocked by the contractor as per **Annexure-II**. 15 days stock should be maintained at any time.
19. The contractor shall be held responsible for the loss incurred by the Railway Administration and damages caused to the property/premises handed over to him while on the course of execution of work during the period of contract.
20. The contractor shall not be entitled to claim against the administration for any loss, which the contractor may incur on account of fire or any calamity or disaster.
21. All the labourers employed should be supplied with conspicuous coloured jackets, uniforms, name badges, and identification cards with stamp size photo affixed duly attested by Competent Authority as per **Annexure III**. No serving government employee should be engaged.
22. **Penalty Clause:**  
Failure to comply with contractual obligations will invite imposing of penalty ranging from Rs.2000/- for each act of omission or commission to be levied by Chief Medical Superintendent or his authorized representative. The administration shall have the right to terminate the contract if in their opinion (shall be final on the parties) the contract is found not conforming to the conditions in spite of the previous warning given to the contractor to act according to the terms. In case of non-compliance of contractual obligations or the contractor failing/deserting the contract, labour will be engaged by the administration to carry out the work and the cost of the labour will be borne by the contractor and will be recovered in the running bill of the contract for this purpose.

23. The contractor should take all required safety precautions while his staff work on Railway tracks, platform and other Railway premises. Administration shall not be held responsible if the staff employed by him sustain any injury, any incidental illness or death.
24. The EMD and other deposits carry no interest and will be refunded to the contractor after successfully completing the contract as certified by HI & CMS. The certificate, inter alia, should mention that the work has been completed in all respects and that the contractors have fulfilled all the contractual obligations and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
25. The GCC of Southern Railway will apply and binding to this contract.
26. **Security Deposit:**  
Security Deposit as specified vide **Annexure-A** shall be applicable.
27. **Performance Guarantee:**  
Performance Guarantee as specified vide **Annexure-B** shall be applicable.
28. The contractor or his authorized representative should be available at the place of work round the clock and report to the Health Inspector to get instructions. The contractor should be available during VIP's visits and inspections. He will report at least once in a fortnight to Chief Health Inspector to get instructions.
29. **Safety Aspects:**  
All contract staff should be provided with suitable personal protective equipments including footwear, compulsorily as specified vide **Annexure -III**.
30. All the rubbish, garbage and disposable should be collected in thick polythene bags tied at mouth and carried from the place of collection to the specified dumping yard by contractor's vehicles/wheel barrows with pneumatic or hard rubber tiers only. (Metal wheels are not permitted) Care should be taken that no spillage of the garbage occurs during collection or in transit.
31. **Quality Materials:**  
Quality deodorants and disinfectants, (deodorant concentrate jelly, pine oil, odonil cakes, air -freshener, Phenyl, Sodium Hypo chlorite solution, Brisk, Sanifresh, Harpic, etc), should be used in the process of cleaning. All the staff should be provided with cleaning materials likes brooms, buckets, brushes, spades, etc. so that their job will be neat, clean and complete.
32. All fly proof measures should be undertaken by ensuring that discarded food materials are not accumulated in the Railway tracks and platforms and necessary pesticides like Nuvan, Propoxur Bait, Solfac, Rodenticide etc. approved by the administration should be used on all the Railway tracks, platforms and other premises to ensure control of insect and rodent nuisance.
33. At nominated locations, water will be supplied by the Railways to the contractor for cleaning and washing activities only. This facility should be economically and judiciously used. Water facility used for other than the purpose specified will attract penalty. Suitable accommodation will be provided to the contractor for office/stores free of cost.

34. Identity card to the contract labourer engaged for this work to be obtained by contractor from Health Inspector.
35. Carcasses found on the platforms, tracks etc. must be removed and disposed as instructed by the Health Inspector and disinfection done.
36. Necessary Licence should be obtained from the Regional Labour Commissioner (Central Government) in respect of Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971, for the above work for engagement of the labours.
37. First Aid Box with items as per schedule has to be available with the Supervisor who should have been trained in First Aid and holds certificate to the effect.
38. Tender should be submitted in sealed cover attaching all the relevant document as specified in the conditions. It should be super-scribed - "**SANITATION AND CLEANING OF A1,A & B CATEGORY STATIONS**" The envelope should be dropped in the box kept at CMS office on or before the date ..... at ..... Hrs. The same will be opened at ... hrs. on the ..... in the presence of the available tenderers. If the date on which tenders will be opened happens to be holiday, declared at a later date, the tenders will be opened on the next working day at the same time.
39. **Termination of Contract:-**  
Termination clause: The Railway administration shall have the right to cancel/revoke/terminate the part or full of the agreement at any stage.
  - (a) in case of breach of any stipulated terms and condition by the agency,
  - (b) in case of their performance is not found satisfactory,
  - (c) in case of consistent failure of contractor on producing specified number of labour, machinery and consumables.
  - (d) In case of violation of legal provisions of acts such as Labour Act, Child Labour Act, Workmen Compensation Act, Minimum Wages Act etc. and action will be taken under GCC of Southern Railway.
40. **Site inspection register:** A site inspection register will be maintained by the HI or his representative in which the contractor will be bound to sign day to day entries made by HI or his representative. The contractor is required to take note of the instructions given to him and should comply with the same within a reasonable time. The contractor or his authorized representative should be available round the clock and report to the Health Inspector to get instructions daily.
41. **Partnership and Joint Venture :**  
Regarding partnership firm and Joint Venture, tender should be dealt with as per extent rules as specified **Annexure - D**
42. The Railway administration shall not be responsible for any transaction in any manner between the contractor and any third party and is not liable for consequential damages or compensation for disputes arising between them. The contractor shall be responsible to indemnify and hold indemnified the Railway administration in case of any damage claimed for any injury or what so ever sustained by any third party or Railway personnel or any act of omission or commission by the contractor or his agents or found liable to compensate by any authority or Court of Law.
43. **Variation in rates:** Variation in rates is not applicable for this contract.
44. a). The contractor shall indemnify and hold indemnified the Railway administration against any claims, damages, loss or penalty including costs there of in case of liability arising out of any accident/incident or loss of life involving manpower deployed by the contractor.



- b) The contractor shall indemnify Railway administration against any claims, damages, loss or penalty including costs thereof arising out of any breach or violation of any of the clauses of various Acts enacted by the Central/State Governments such as Payment of Wages Act, Work men Compensate Act, Hours of Employment Regulation Act. Employment of Children Acts etc, as applicable from time to time, governing the employees employed by the contractor.
45. The contractor should be accessible through phone round the clock in case of emergency/ necessity to co-ordinate with Railway administration.
  46. The contractor should provide to his supervisors with communication facilities such as mobile phones for contact by Railway officials for day-to-day work.
  47. In case of Co-operative Society of unemployed youth, the details as required in the tender form should be declared clearly. The person who is signing the tender form should hold clear authorization in his/her favour to act for and on behalf of the Co-operative society.
  48. If the amount quoted is stated differently in words and figures, the amount stated in words shall prevail.
  49. The EMD deposited by the successful tenderer will be adjusted against the security deposit payable by the successful tenderer. The EMD of the unsuccessful tenderers will be refunded as soon as the tender is finalized.
  50. Tenders submitted without complying with the tender conditions and incomplete tenders will be disqualified and shall not be considered.
  51. The contractor should take all safety measures while staff are working on railway tracks. All the safety equipments like gumboots, hand gloves, goggles, helmet etc. should be provided. The Railway administration will not be responsible for staff sustaining any injury or any illness while on duty.
  52. All the platforms shall be washed with water once a week by tapping water from hydrant conserving the usage of water. Footpath of platforms to be washed daily. All the dadoos and corners are to be dusted up to the roof level and washed with soap and water every week. Wet/dry mopping of tiles, mosaic and granite areas are to be carried out continuously and the areas to be kept scrupulously clean using the modern equipments/machineries.
  53. Whenever fish or any perishable items is loaded or unloaded that area should be washed and disinfected by using sodium hypochlorite or bleaching solution.
  54. Whenever dead body is unloaded, the coach has to be washed and disinfected in a short time without causing delay to running time as directed by CHI/HI. CHI/HI will issue necessary certificate to the effect that the coach is disinfected and fit for use.
  55. The contractor should replace the sick staff employed by him with suitable persons so that the work will go on without interruption.
  56. **Attendance Register / Labour Register:**  
A register mentioning the names of the employees working (Attendance register) should be made available for verification by officials.

57. The tools and other accessories required will have to be arranged by the contractor and the technical opinion/advice will be given by the CHI/HI/CMS.
58. The contractor shall not be given free pass or season ticket in connection with the said work.
59. The contract staff should behave in a courteous manner with passengers and railway personnel and the contract supervisor need to have cordial and good relationship with them at all times.
60. Administration will provide accommodation to keep the store materials free of cost. No tools and plants, machinery, store items should be stocked outside the storeroom provided.
61. The successful tenderer should submit Security Deposit within 14 days after the issue of L.O.A. EMD amount deposited by the successful tenderer will be adjusted as part of Security Deposit for due and faithful fulfillment of contract by the contractor.
62. **Variation in quantities:** Variation in quantities in this contract is governed in terms of the amendment of clause No.42(2) (i) (ii) and (iii) of the General Conditions of Contract of the Railway.
63. The store register should be maintained by the Contractor for the stock of consumables and day to day issues, availability of tools & plants and the same is to be produced as and when required by the Competent Authority.
64. Performance Guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be the same as for security deposit.
65. Whenever contracts are terminated or rescinded, the Security Deposit should be forfeited and performance guarantee shall be encashed and balance work should be got done separately.
66. **TENDERS MUST BE ACCOMPANIED BY THE FOLLOWING:**
  - a. The details of Past Experience and Credentials.
  - b. Requisite EMD
  - c. In case of Co-operative Societies an attested copy of the certificate of Registration issued by the Registrar of Co-operative Societies or other Authorized Officer and true copy of the byelaws of the group/co-operative society.
  - d. In case of Partnership firm, the copy of the partnership deed, along with the copy of the certificate of registration issued by the competent authority.
  - e. In case of Joint Venture firm, the copy of the Partnership Deed, along with the copy of the certificate of registration issued by the competent authority.
  - f. The copy of the Power of Attorney of the Managing Partner to sign the Tender document should also be enclosed with the tender.
67. **SALES TAX / VAT / SERVICE TAX:**

Sales Tax/VAT on the Works Contracts, as applicable in terms of the concerned State Government Sales Tax/VAT Acts as amended from time to time shall be deducted from the running bills of the contractors for payment to the State Government. The Railway Administration will give a certificate towards the tax deducted at source to enable them to file Sales Tax/VAT Return before the concerned Authorities. No refunds of Sales Tax/VAT deducted at source will be made by Railway. The Sales Tax/VAT elements that might have gone into prices of various raw materials used by the contractor in the works concerned, distinct from the sales tax/VAT deducted as above, will also not be reimbursed by the Railway.

- 68**     **EXCISE DUTY:**  
Excise duty if any in respect of the above work has to be borne by the contractor and is deemed to be included in the rates quoted by him. No reimbursement of the same will be made by the Railway.
- 69.**     **CONTRACTOR'S LABOUR :**  
Bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The Contractor shall duly observe the provisions thereof.
- 70**     **SAFETY OF LABOUR:**  
a)       The contractor must ensure the safety of labourer engaged by him during the course of execution of work and/or while crossing the track. The railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss and the expenditure involved.  
  
b)       The contractor will have to make his own arrangement for a sharp look out for train approaching the work spot and warning the labour working on the track sufficiently in advance.
- 71.**     **VITIATION CLAUSE:**  
In the event of Vitiations occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiations shall be to 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.  
  
The vitiations (if any) will be calculated for each on-account bill and will be recovered/adjusted in that particular bill itself.  
  
Vitiations as above shall be worked out as a whole for Agreement including all variations in quantities.
- 72.**     **KNOWLEDGE OF SAFETY RULES**  
  
The contractor's executives/supervisors should have adequate knowledge of safety rules while working adjacent to Railway line. If necessary the contractor will be asked to nominate the supervisors for any training which is organized by the Railways and the expenditure towards training will be borne by the Contractor.
- 73**     **CLAIMS:** Any claims by the contractor in the above work to be dealt as per GCC of Southern Railway.
- 74.**     **INCOME TAX:**  
  
Income Tax will be deducted at 2% (Two percent) and also surcharge, if any, at source from each bill, unless otherwise authorized by Income Tax Department.

**SECURITY DEPOSIT**

1. The security deposit / rate of recovery / mode of recovery shall be as under:-
  - a) Security Deposit for each work should be 5% of the contract value,
  - b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
  - c) 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., will be accepted towards Security Deposit.

**NOTE : No interest will be payable on the security deposit.**

2. The earnest money taken for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful Tenderer/Tenderers within a reasonable time. The earnest money deposited by the Successful Tenderer/ Tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor/s fail to execute the Agreement or start the work within reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

3. ***Security Deposit will be returned to the contractor after the physical completion of the work as certified by Competent Authority and after passing the final bill as certified by the Competent Authority. The Competent Authority shall normally be the authority that is competent to sign the contract. If the Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and the there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate will be required to be submitted by the contractor concerned.***

***After the work is physically completed, security deposit recovered from the running bills of a contractor will be returned to contractor if he/ they so desires, in lieu of FDR/ irrevocable Bank Guarantee for equivalent amount to be submitted by the contractor.***

**PERFORMANCE GUARANTEE**

The procedure for submitting Performance Guarantee is outlined below :

- a) The successful bidder shall submit a **Performance Guarantee (PG) amounting to 5% of the contract value** in any of the following forms:-
- (i) a deposit of Cash,
  - (ii) Irrevocable Bank Guarantee,
  - (iii) Government Securities including State Loan Bonds at 5 percent below the market value,
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks,
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks,
  - (vi) a Deposit in the Post Office saving Bank,
  - (vii) a Deposit in the National Savings Certificates,
  - (viii) Twelve years National Defence Certificates,
  - (ix) Ten years Defence Deposits,
  - (x) National Defence Bonds, and

Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.

Also FDR in favour of FA&CAO, Southern Railway, (free from any encumbrance) may be accepted.

**NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.**

- b) The Performance Guarantee should be furnished by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within **15 (fifteen) days** after the issue of **LOA and Performance Guarantee** should also be submitted within this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The **Performance Guarantee (PG)** will be released after the physical completion of the work based on the "Completion Certificate " issued by the Competent Authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit however, will be released only after the expiry of the maintenance period and after passing the final bill based on " No Claim Certificate.
- d) Wherever the contract is rescinded, the security deposit will be forfeited and the **Performance Guarantee** will be en-cashed and the balance work will be got done independently without risk and cost of the failed contractor. The failed contractor will be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member / partner of such a firm will be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV / partnership firm.

- e) The Chief Medical Superintendent will not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and / or without prejudice to any other provision in the contract agreement) in the event of :
- i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Chief Medical Superintendent may claim the full amount of the Performance Guarantee.
  - ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of notice to this effect by Chief Medical Superintendent.
  - iii. The contract being determined or rescinded under provision of the GCC the Performance Guarantee will be forfeited in full and will be absolutely at the disposal of the President of India.

In case the successful contractor fails to start the work and submit the Performance Guarantee within the stipulated time frame, then the Railway administration reserves the right to debar the contractor from participating in Southern Railway Medical Tender for a period of one year.

Complete details of names, address and educational qualification proof shall be furnished by Successful tenderer before signing of agreement for the deployment of key personnel.

It shall be noted that no On-account payment for the work done can be released to the Successful Tenderer, until and unless Contract Agreement is mutually signed.

**SIGNATURE OF TENDERER/CONTRACTOR**

**EARNEST MONEY DEPOSIT**

1. *The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender document, under the conditions of tender. **The earnest money deposit shall be as under***

	<b>Value of the work (Tender Value)</b>	<b>EMD</b>
1.	For works estimated to cost <b>upto Rs.1 Crore.</b>	<b>2%</b> of the estimated cost of the work.
2.	For works estimated to cost <b>more than Rs.1 Crore</b>	Rs.2 Lakhs plus <b>½% (half percent)</b> of the excess of estimated cost of work beyond <b>Rs.1 Crore</b> subject to a maximum of Rs.1 Crore.

*The earnest money shall be rounded to the nearest Rs.10. The earnest money shall be applicable for all modes of tendering.*

- 2 Tenderers should submit along with the tender, the requisite Earnest Money Deposit. Tenders unaccompanied by requisite Earnest Money Deposit as detailed below will be rejected **outright**. The Earnest Money should be in any one of the following forms:
- (a) **CASH:** If in the form of cash, it should be paid to the Railway Administration's Chief Cashier - ..... In case of tenders called by officers in the field units other than Chennai, the EMD should be paid to the Divisional cashier of the division concerned. Tenderer should enclose the original cash receipt along with his/their tender, without fail.
- (b) **INSTRUMENTS:** If in the form of instruments, it could be either Pay Order or Demand Draft or Deposit receipt.
- (i) These forms of Earnest Money should have been issued by State Bank of India or any of the Nationalised Banks or by a Scheduled Bank. *Scheduled Banks (other than State Bank Of India and the Nationalised Banks) are to be approved by the Reserve Bank Of India for this purpose.*
- (ii) These should have been drawn in favour of/payable to **Financial Advisor & Chief Accounts Officer, Southern Railway, Chennai 600 003.**
- (iii) If any of these instruments are found to have been drawn in favour of/payable to the tenderer, they would be **invalid** and the tender submitted would be rejected **outright**.
- (iv) The name of the tenderer (party), on whose account the FDR/TDR has been issued, is to be mentioned by the Banker, at an appropriate place on the instrument itself.
- (v) These instruments *should be valid normally for a period of 180 days*, from the date of tender opening; however, the tenderers may have to get the validity of the EMD instrument extended to correspond with the extension(s) to the validity of offers, when sought by the Railways.
- (c) Government securities (Stock Certificates, Bearer Bonds, Promissory Notes etc) and Guarantee bonds executed by banks **will not be** accepted towards earnest money.
- (d) The details of EMD should be filled in the tender documents.

- 3 No interest shall be payable on the Earnest Money deposit.
- 4 The tenderer shall keep the offer open for consideration for a minimum period of **120 DAYS** stipulated in the tender from the date of opening of the 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. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner which is not acceptable to the competent authority empowered to accept this tender. Should the Tenderer fail to observe or comply with the said stipulation, the full earnest money amount shall be forfeited to the Railway.
5. If the tender is accepted this earnest money would be adjusted after encashment by Railways wherever necessary to form part of the cash segment of the Security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract.
- 6 The Earnest Money Deposit, in other than cash form of the unsuccessful Tenderer(s) shall, save as hereinbefore provided, be returned to them by Tender inviting Authority, after getting them discharged by the FA&CAO/Sr.AFA/Sr.DFM/DFM concerned within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen to the EMD for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession.
- 7 Use of discharged instruments towards EMD for other tenders, are prohibited.



**Annexure -D(JV-1)**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF  
JOINT VENTURE (JV) PARTNERS**

**POWER OF ATTORNEY\***

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.

Know all men by these present, we . . . . . do hereby constitute, appoint and authorise Mr/Ms. . . . . who is presently employed with us and holding the position of . . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Southern Railway Medical Department representing us in all matters, dealing with Southern Railway Medical Department in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the . . . . . day of . . . . . 200...

(Signature of authorised signatory)

.....  
(Signature and Name in Block letters of Signatory)  
Seal of Company

Witness:

Witness 1:

Witness 2:

Name :

Name :

Address :

Address :

Occupation :

Occupation :

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**FORMAT FOR POWER OF ATTORNEY TO  
LEAD PARTNER OF JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.

**POWER OF ATTORNEY<sup>1</sup>**

Whereas Southern Railway Medical Department has invited Tender for the work of

Whereas, the members of the Joint Venture comprising of M/s. . . . . M/s. . . . . and M/s. . . . . , are interested in submission of bid for the work . . . (insert name of work). . . in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTOTNEY WITNESSETH THAT:

We, M/s. . . . . , hereby designate M/s. . . . . , being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Tender for the contract, including submission of Tender, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of Tendering till the contract agreement is entered into with the Southern Railway Medical Department and thereafter till the expiry of the maintenance period.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Joint Venture.

Dated this the . . . . . day of . . . . . 200..

.....  
(Signature)

Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

.....  
 (Name in Block letters of Executant)  
 Seal of Company

Witness 1:

Name :  
 Address :  
 Occupation :

Witness 2:

Name :  
 Address :  
 Occupation :

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU) FOR  
JOINT VENTURE PARTICIPATION**

***BETWEEN***

M/s.....having its registered office at ..... (hereafter referred to as ..... ) acting as the Lead Partner of the first part.  
And M/s.....having its registered office at .....(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.

The expressions of .....and .....shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Southern Railway (hereinafter referred to as "Client") has invited bids for .....(insert name of work) .....  
....."

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - i) Notice for bid, and
  - ii) Tender document
  - iii) Any Addendum/Corrigendum issued by (Southern Railway)
  - iv) The Tender submitted on our behalf jointly by the Lead Partner.
  
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
  
3. M/s.....shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of Tender proposals, the parties agree to nominate .....as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s..... to M/s.....
  
4. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
  - a) Lead Partner share .....%;  
Responsibilities.
    - i) .....
    - ii) .....
    - iii) .....
  
  - b) Joint Venture Partner's share -----%  
Name .....  
Responsibilities.
    - i) .....
    - ii) .....
    - iii) .....

- c) Joint Venture Partner's share -----%  
Name .....
- Responsibilities. i) .....
- ii) .....
- iii) .....

**5. JOINT AND SEVERAL RESPONSIBILITY**

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV.

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

**8. GUARANTEES AND BONDS**

Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.

**10 INDEMNITY**

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

- 11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

**12 DOCUMENTS & CONFIDENTIALITY.**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**13 ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be Chennai. This will be further subject to the provision/stipulation in Para 55 of Special Conditions of the Contract.

**14 VALIDITY**

This MoU/JV Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. The Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation/shelving of the project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.

**15** This MOU is drawn in .....number of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s. & ....M/s..... and a copy submitted with the proposal.

**16** This MOU shall be construed under the laws of India.

**17 NOTICES**

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

Lead Partner

-----  
-----

(Name and Address)

Other Partner.

-----  
-----

(Name and Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness:

1. .... (Name & Address)

2. .... (Name & Address)

## **DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

To be executed on no-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.

The JV agreement shall be structured generally as per contents list given below: -

### **A. CONDITIONS AND TERMS OF JV AGREEMENT**

1. Definitions and interpretation
2. Joint Venture - include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal submission.
4. Performance - To indicate scope of responsibility of each member
5. Language and law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties.
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and project costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

### **B. SCHEDULES**

1. Project and Agreement particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

**SIGNATURE OF TENDERER/CONTRACTOR**

**ANNEXURE - I**

**MACHINE CLEANING EQUIPMENTS**

1. Cold-Water high-pressure jet cleaner or similar.
2. Car washing machine diesel operated or similar.
3. Manually operated sweeping machines (flipper) or similar.
4. Wheel barrows with pneumatic/hard rubber tyres or similar.
5. Wet and Dry mopping machines (HAKOMATIC E 350) or similar.
6. Wet and Dry mopping machines (HAKOMATIC E 500) or similar.
7. Vacuum Cleaners - wet and dry (heavy duty) or similar.
8. Covered trolley to accommodate 6 dust bins or similar.
9. Janitor/Mop wringer trolley or similar.
10. Heavy Duty suction cleaner or similar.
11. Portable dry suction cleaner or similar.
12. Mini Wizard Scubber Dryer
13. Hard chokage and soft chokage machine (glutter sludge gulper) or similar.
14. Electric - Jet Washing Machine or similar



**ANNEXURE - II****CONSUMABLE ITEMS REQUIRED**

Sl. No	Item	Qty Req.		
		Monthly	Half yearly	Annually
1	Phenyl			
2	Washing Soda			
3	Deodarant Concentrate Jelly			
4	Vim Powder			
5	Liquid Soap			
6	Acid Hydrochloric			
7	Bleaching Powder			
8	Lime Powder			
9	Air Refreshner Cake			
10	Aerosol Deodarant Spray for VIP visits			
11	Cleaning Liquid Blue (Harpic)			
12	Napthalene Balls			
13	Brooms			
14	Urinal Cake (50 gms)			
15	Nuvan			
16	Racumin Bait			
17	Propoxur Bait			
18	Propoxur 20 EC			
19	Bamboo Baskets			
20	Ezee Clean Mop			
21	Nylon Toilet Cleaning Brush			
22	Rubber/Polythene Hose (1.25 inch & 30 Mtrs)			
23	Washbasin Cleaning Brush			
24	Plastic Bucket 20 Liters capacity			
25	Plastic Mug 1 Liter capacity			
26	Dustbin PVC with lid			
27	Polythene Bags			
28	Posmortem Rubber Gloves			
29	Baskets Plastic			
30	Double Bucket Trolley			
31	Cobweb and Dust Collector (Model No.5031-Roots)			
32	Telescopic Aluminium Poles (140 cm length - Model No.1044 - Roots)			
33	Telescopic Aluminium Poles (150 cm length - Model No.1042 - Roots)			
34	Brushing PBT (30 cm long -Model No.1043 - Roots)			
35	Brushing PBT (45 cm long -Model No.5570 - Roots)			
36	Bin Derby 9 Mtrs capacity with pedals & wheels similar to Roots make Model No.5670			
37	Maruti Compressor Sprayer			
38	Aerosol Spray for Pest control for VIP visits			

**ANNEXURE-III**

**SUPPLY OF UNIFORMS & PROTECTIVE GEARS**

1. Grey Colour Shirt & Pant (Terricot)
2. Luminous Jacket
3. Arm-band (Orange Colour)
4. Yellow Cap
5. Suitable Footwear & Face Mask for track cleaning
6. Gloves
7. Identity Card with photos

**Annexure - IV****Financial Status**

Each tenderer or each member of a JV must fill in this form separately.

Name of Tenderer / JV partner :

	<b>Financial Data for Previous 3 years</b>		
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Net Worth (= 1 - 3)			
6. Working Capital (= 2 - 4)			

The Tenderer shall attach copies of the following original documents with the form :-

1. Attested Copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above.
2. Contents of this form should be certified by a Chartered Accountant/Auditor.

**Name and signature of authorized Signatory**